SAADIQ PERSONAL ACCOUNT RULES AND REGULATIONS

INFORMATION SHEET

These Rules and Regulations must be read together with the rules and regulations governing the specific types of accounts opened, as stated in other documents such as our pamphlets and brochures.

By opening the account with us, or by continuing to maintain the account, you agree that these Rules and Regulations apply to all your personal accounts (other than credit card accounts) opened or maintained with Standard Chartered Saadiq Berhad, the services related to these accounts, and our Investment Services, as described in the Rules and Regulations. The accounts and services governed by these Rules and Regulations include the following:

(a) Savings, current, term deposits, and profit sharing investment accounts (regardless of currency);

(b) Investment Services and investment accounts;

(c) Electronic Banking Services, e.g. Online Banking, Phone Banking, SMS Banking, SMS Alerts, eStatement;

(d) Automated teller machine (ATM) and debit card services;

(e) Other services at our branches, e.g. telegraphic transfers, standing instructions, MasterSweep facility.

When you open any of the accounts or subscribe for any of the services governed by these Rules and Regulations, the relevant portions of these Rules and Regulations will be activated. Therefore, you will need to refer to these Rules and Regulations for any accounts or services which you may open or subscribe for in the future.

We may change or add to these Rules and Regulations at any time in the future by giving you prior written notice. If this occurs and you do not agree to the change or addition, you are entitled to close your affected accounts and terminate your use of affected services at that time by informing us in writing.

This Information Sheet is not intended to constitute legal or financial advice to you. You are strongly encouraged to read and understand these Rules and Regulations and seek independent legal and/or financial advice before agreeing to these Rules and Regulations, if you think it is necessary to do so.

SAADIQ PERSONAL ACCOUNT RULES AND REGULATIONS

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These Rules and Regulations apply to:

(i) all your personal accounts, opened or maintained with Standard Chartered Saadiq Berhad (excluding credit card accounts); and

(ii) our Investment Services (as defined below).

We reserve the right to amend or add to these Rules and Regulations at any time by giving you a written notice (which may include a notice in the statements sent to you) or by displaying a notice in our branches and our Website. You are bound by such amendments if you continue to maintain your account(s) or to use our Investment Services.

1. DEFINITIONS AND INTERPRETATION

(a) References to clauses shall mean clauses in these Rules and Regulations, unless stated otherwise.

(b) References to paragraphs shall mean paragraphs in the same clause in which the reference appears, unless stated otherwise.

(c) In these Rules and Regulations;

(i) words referring to the singular include the plural and vice versa; and

(ii) words referring to the masculine gender include the feminine.

(d) Where these Rules and Regulations refer to any particular time, the time recorded in our systems is final and conclusive in respect of all transactions governed by these Rules and Regulations.

(e) If an Account is linked to a product or service which is governed by a separate agreement or separate terms and conditions ("Other Agreement") and not by these Rules and Regulations, and there is a conflict between the Other Agreement and these Rules and Regulations, the provisions of the Other Agreement shall prevail for that conflict.

(f) The fact that a type of service or account is included in these Rules and Regulations is not a representation that the service or account is in fact available or offered by us.

(g) A reference to costs on a "solicitor-client basis" means the total costs that a client would have to pay his lawyer.

(h) Throughout these Rules and Regulations, the following expressions will bear the meanings set out below, unless stated otherwise or the context does not permit:

"**Account**" means any account(s), including savings accounts, current accounts, profit sharing investment accounts and/or any other accounts stated here (as the context permits), which you may open or maintain with us. This excludes credit card accounts.

"**Additional Online PIN**" means a unique randomly generated password that is required for certain specified online services, which we use as a means of identifying you when you use the Electronic Banking Services. We will transmit this to your Designated Mobile Number or via any other means as we may select or agree to.

"**Alert**" means a message sent to you under Electronic Alerts.

"**ATM**" means automated teller machine.

"**ATM Card**" means the card or other device which allows you to access your Account via an ATM, upon entering the relevant PIN.

"**Authorised Person**" means a person whom you have authorised (whether in the Account opening form or otherwise) to act on your behalf in giving Instructions, or to perform any other acts in connection with the Account.

"**Bill Payment Services**" means the services we provide for the payment of bills, through which you can make payments from your Source Account to specified Payees under the Electronic Banking Services.

"**BNM**" means Bank Negara Malaysia.

"**Broker**" means the broker with whom we have arrangements for the Equity Investment Services.

"**Business Day**" means a day (other than Saturday, Sunday or a public holiday) on which banks licensed under the Islamic Financial Services Act 2013 are open for business in Kuala Lumpur.

"**Card**" means the ATM Card and/or the Debit Card.

"**Consolidated Statement**" means the consolidated statement service offered by us, in which Statements for multiple Accounts or types of Accounts are consolidated into a single Statement.

"**Consolidated Trust Account**" means the Federal Consolidated Trust Account referred to in the Unclaimed Moneys Act 1965.

"**Contact Centre**" means our Contact Centre, which may be contacted at:

Address:	Standard Chartered Saadiq Berhad Contact Centre Malaysia P.O Box 10580 50718 Kuala Lumpur Malaysia
Telephone number:	1 300 888 888 or +603-77118888

or at any other address or telephone number we may specify.

"**Custodian**" means the custodian(s) appointed by us to hold Investments on your behalf under the Investment Services. This includes any sub-custodian(s) (if applicable).

"**Cut-Off Time**" means the last time for us to receive instructions from you on each Business Day or Dealing Day.

"**Dealing Day**" means:

In respect of Equity Investments, a day on which the relevant Securities Exchange is open for trading;

In respect of Unit Trust Investments, a day on which dealings generally take place in the Investments handled by the relevant Investment Company; and

In respect of Other Investments, a day on which the relevant exchange, clearing house or other relevant enabling body is open for trading in such Other Investments.

"**Debit Card**" means the card or other device issued by us to you, which you may use to make payments via direct debit from your Account. A Debit Card may also be an ATM card.

"**Designated Email Address**" means the email address you specified when registering for e-Statements, or which you subsequently notify to us in writing.

"**Designated Merchants**" means merchants at whose outlets we have authorised the use of Debit Cards.

"**Designated Mobile Number**" means your latest mobile phone number in our records.

"**Electronic Alerts**" means the Electronic Banking Service through which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

"**Electronic Banking Services**" means the services we provide which enable you to obtain information from us and/or give instructions to us electronically. This includes instructions given via computer, telephone, mobile telephone, personal digital assistant or other electronic device linked to our system.

"**email**" means electronic mail.

"**EPOS**" means electronic point of sales.

"**Equity Trading System**" means any trading system which we and/or the Broker may (but without obligation) provide for the purposes of the Equity Investment Services, as may be amended, modified or varied by us and/or the Broker.

"**Equity Investment Services**" means the Investment Services in relation to Equity Investments.

"**Equity Investments**" means stocks, shares and other equity securities, including any related right, option or interest (but excluding futures contracts and structured products), whether issued within or outside Malaysia.

"**eStatement**" means Statements sent to or accessed by you via electronic means.

"**eStatement Service**" means the Electronic Banking Service under which you are provided with eStatements.

"**Exchange Control Regulations**" mean all applicable exchange control laws and regulations, including BNM's Foreign Exchange Administration Rules.

"**Fees and Charges**" means our fees and charges imposed for the operation of the Account or for other facilities or services provided to you.

"**Fixed Income Investments**" means sukuk and other debt securities, whether issued within or outside Malaysia, but excludes structured products.

"**Fixed Income Investment Services**" means the Investment Services in relation to Fixed Income Investments.

"**Fund Transfer Services**" means the services provided by us which enable you to transfer funds from your Source Account to another account under the Electronic Banking Services.

"**hard copy**" or "**hard copies**" of Statements means paper printouts of Statements we issue.

"**Instruction**" means instructions in relation to any Account.

"**Investments**" means Equity Investments, Fixed Income Investments, Unit Trust Investments and Other Investments but excludes futures contracts, bills of exchange, promissory notes, certificates of deposit issued by any financial institution, and structured products.

"**Investment Account**" means the relevant account held in your name, or for you as beneficial owner, and maintained with the Custodian or Broker, for purposes of holding your Investments under the Investment Services. The expression shall refer to each account maintained for each type of Investment.

"**Investment Company**" means a company which manages or issues Investments made available under our Investment Services. This includes a sukuk issuer or unit trust management company.

"**Investment Materials**" means prospectuses, reports and accounts, promotional and advertising literature, statistical information and other publications and materials issued by any Investment Company or issuer of Investments, and/or relating to any Investments.

"**Investment Services**" means the services we provide to you, as permitted by the relevant authorities and applicable laws (whether directly or via any Custodian, sub-custodian, Broker, nominee, securities depository, or any other third party) to facilitate your dealing in Investments under these Rules and Regulations.

"**Joint Account**" means an Account held in the name of more than one accountholder.

"**Linked Account**" means an Account which is linked to your ATM Card and/or Debit Card.

"**Losses**" means any losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind.

"**Mandate Form**" means the form by which you have instructed us on the number and identity of the person(s) authorised to operate the Account. This includes the Account opening application form. Where you have issued more than one Mandate Form to us, the Mandate Form governing each Account is the latest Mandate Form in our records for that Account, regardless of whether you have in fact issued any subsequent Mandate Forms.

"**MasterSweep**" means the facility by which funds are to be automatically transferred from a specified statement savings account to a specified current account whenever the funds in that current account are insufficient to meet the payment of cheques drawn on the current account.

"**Mobile Phone**" means the mobile phone or other communication device, bearing the number registered with us, which is used to access SMS Banking.

"**Online Banking**" means the Electronic Banking Services provided via the internet.

"**Online Telegraphic Transfer**" means an instruction given by you via the Electronic Banking Services for an international funds transfer.

"**Other Investments**" means any kind of investment instrument which we may offer, other than Equity Investments, Fixed Income Investments and Unit Trust Investments, whether issued within or outside Malaysia. This excludes futures contracts, bills of exchange, promissory notes, certificates of deposit issued by any financial institution, and structured products.

"**Passbook**" means the passbook issued in relation to your Account (where applicable).

"**Password**" means the respective PIN, TIN, Additional Online PIN, or other code given to you, or which you have chosen, that is used to confirm your identity when you use certain services.

"**Payee**" means the payee organisations stipulated under the relevant Electronic Banking Services, to whom payments may be made under the Bill Payment Services.

"**Phone Banking**" means the Electronic Banking Services provided to you via telephone.

"**PIN**" means personal identification number.

"**Recipient**" means the person to whom you are remitting funds from your Source Account, under an Online Telegraphic Transfer.

"**Regular Investments**" means instructions you give us for the placement of pre-agreed sums of money in Investments you have specified, on a regular basis.

"**Regular Investment Date**" means the date on which each Regular Investment transaction is to be made.

"**Securities Exchange**" means any stock exchange recognised by the relevant authorities, at which any Equity Investments in which you have invested or wish to invest under the Equity Investment Services, is or may be traded. This includes Bursa Malaysia Securities Berhad.

"**Security Code**" means the user identification code (if any) with the applicable Password details agreed between you and us, that are used to identify you whenever you access the Electronic Banking Services.

"**Service Software**" means software you are supplied (if any) to access any of the Electronic Banking Services.

"**Settlement Account**" means the Account you have designated in the relevant Investment Services application form, or such other Account(s) as you may notify us in writing, for the purposes of cash transactions relating to the Investment Services.

"**SMS**" means a service known as Short Message Service that enables text and other messages to be transmitted between mobile phones and such other telecommunication or electronic devices as the relevant service providers may make available.

"**SMS Banking**" means the Electronic Banking Services provided to you via SMS, through which you can access your Accounts.

"**Source Account**" means the Account you have designated, from which funds are to be used for a fund transfer under the Fund Transfer Services or a payment under the Bill Payment Services. The Source Accounts designated for separate transactions may be different Accounts.

"**Specific Account Documents**" means documents such as pamphlets and brochures we issue in relation to specific types of accounts or services.

"**Standard Chartered Bank Group**" means ourselves, Standard Chartered Bank Malaysia Berhad and its related companies.

"**Statement**" includes a statement of accounts, or a contract note, confirmation notice or advice for our Investment Services, or any of these or similar documentation, depending on the Account or service.

"**TIN**" means the PIN required for accessing Phone Banking.

"**Trading Session**" means, in relation to a Securities Exchange, the specific period(s) of time during which that Securities Exchange is open for trading in Equity Investments.

"**Unit Trust Investment Services**" means the Investment Services in relation to Unit Trust Investments.

"**Unit Trust Investments**" means investments in mutual funds, unit trust funds or other types of collective investment schemes, whether set up within or outside Malaysia.

"**User Guidance**" means any guidelines we may provide in connection with your operation of any services we provide. This may include guidance:

(i) in hard copy form (for example, in a user manual or by letter);

(ii) spoken guidelines (e.g. by any technical helpdesks we may operate); and/or

(iii) through any on-line help service available as part of that service.

"**We**", "**our**" and "**us**" refers to Standard Chartered Saadiq Berhad and its successors in title and assignees, and includes the Standard Chartered Bank Group (if applicable).

"**Website**" means our website, currently at **www.sc.com/my**, or at any other address we may announce or notify to you.

"**You**" and "**your**" refers to the accountholder(s) named in the Account opening form, including that person's successors in title and permitted assignees. Reference to actions by such person shall include actions taken by the Authorised Person.

"**Your System**" means the device or equipment, and software contained on it, which you use to access any of the Electronic Banking Services.

PART I – GENERAL ACCOUNT RULES & REGULATIONS

2. ACCOUNT OPENING AND SERVICES

(a) Account opening is subject to our requirements. These include requirements relating to age, minimum deposit, supporting documents and introducer(s), each of which may differ for different types of accounts.

(b) We are entitled to refuse any application to open an account or for any services, without having to give any reason for such refusal.

(c) Any information you provide to us:

(i) in your application to open an account or for any facilities or services; or

(ii) in relation to your Accounts and your use of our facilities and services;

constitute representations to us. You acknowledge that the Account is maintained and our facilities and services are provided to you in reliance upon this information. You undertake to notify us, within 30 calendar days, of any material change to such information.

3. INSTRUCTIONS

(a) We are authorised to act on all instructions given in accordance with the signing instructions stated in the Account opening form, the Mandate Form (or otherwise provided to and accepted by us). If any instructions are unclear or if we receive conflicting instructions, we may choose not to act upon any instructions until the conflict has been resolved to our satisfaction. We are not obliged to verify the authenticity of any instructions we receive.

(b) You must use the same style of signature on all withdrawal instructions, cheques, letters etc. as that on your Account opening form or Mandate Form. If you wish to change your signature, call upon us and we will arrange for the completion of another specimen signature.

(c) Where biometric verification of your identity is available, you agree that we are further authorised to rely and act upon any instructions confirmed using such biometric verification.

(d) Where instructions are received on a non-Business Day or a non-Dealing Day, whichever is relevant for the transaction, or after the relevant Cut-Off Time for that service or type of transaction, we are entitled to treat such instructions as received on the next Business Day / Dealing Day and to process them accordingly.

All Cut-Off Times are subject to any change that we think necessary or appropriate. You are advised to check with our branches or our Contact Centre for the latest applicable Cut-Off Time before giving any instructions.

(e) Instructions given via Electronic Banking Service:

(i) You agree that the use of your Security Codes for the relevant Electronic Banking Service is adequate identification of you. We may act on instructions (given using the relevant Security Codes) without obtaining any further confirmation from you, even if those instructions are not actually given or authorised by you, except in the circumstances described in paragraph (vi) below.

(ii) When you give an instruction via the Electronic Banking Services, we will act on that instruction in accordance with the relevant Cut-Off Times.

(iii) You agree that when you give to us an instruction via any of the Electronic Banking Services, we are deemed to have received or executed the instruction only when you receive our confirmation that we have received or executed that instruction.

(iv) If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must confirm this with our Contact Centre.

(v) When we receive a transaction instruction from you through the Electronic Banking Services, we may debit any payment plus any Fees and Charges payable for the transaction from the relevant Account. Once you have given an instruction through the Electronic Banking Services, you will not be able to reverse it.

We will be under no obligation:

(A) to reverse an instruction you have given; or

(B) to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices.

However, if you ask us to reverse an instruction after you have given it, we may try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.

(vi) We may, when we believe we are justified in doing so:

(A) refuse to carry out an instruction given via the Electronic Banking Services; or

(B) require you to confirm a particular instruction in writing.

(vii) If we believe that an instruction may not have been properly authorised by you, we may, after making reasonable efforts to check whether it was properly authorised, take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any Losses to you as a result of such reversal.

(viii) All instructions given via the Electronic Banking Services, though in electronic form:

(A) are written documents. You agree not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and you waive any such right you may have at law; and

(B) are original documents. You agree not to challenge the admissibility of any such instruction on the grounds that it is made in electronic form.

Our records of your instructions made, performed, processed or effected through the Electronic Banking Services by you or any person claiming to be you, or any record of transactions under the Electronic Banking Services are conclusive evidence of the instructions and transactions. You agree that all these records, whether in printed or electronic form, are admissible in evidence and that you will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form, or were the output of a computer system. You agree waive your rights (if any) to make such objections.

(f) Where we have accepted your ongoing instructions, including signing instructions, Standing Instructions, Regular Investments and MasterSweep facility instructions, such instructions will remain binding and effective for our protection in respect of payments made in good faith regardless of:

(A) death or bankruptcy; or

(B) the revocation of such instruction by any other means,

until and unless we receive satisfactory notice of such death or bankruptcy or revocation.

(g) Instructions must be given in writing. However, we may accept instructions by telephone, fax, or electronic communication.

(i) You acknowledge that all instructions (and our records of those instructions) in such form are original documents in writing, and you agree not to challenge their validity, admissibility or enforceability on the basis that the are in electronic form.

(ii) You acknowledge and assume all risks related to instructions given by such methods of communication. We are not responsible for any Loss you may incur, and you waive any claims, obligations or rights you may have against us in relation to such instructions.

(iii) We are not required to obtain confirmation or enquire as to the genuineness of the instructions, but may treat the same as fully authorised by and binding on you, regardless of any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority.

(iv) Despite that, we may also decline to act upon such instructions and/or request verification of instructions via a confirming telephone call to you or the Authorised Person (if any).

(v) We may require that any instructions given by any of these channels should contain your TIN or such other Password or Security Code that we may specify. You are responsible for any improper use of such Password or Security Code.

(vi) You undertake to indemnify us and our employees and agents against all Losses incurred as a result of accepting and acting on instructions given by any of these channels.

(h) You are solely responsible for ensuring the accuracy and completeness of all instructions you give.

(i) You are solely responsible to ensure there are sufficient funds in your Account to perform each and every transaction you instruct, unless you have made prior arrangements with us for overdrawing your Account.

(j) Standing Instructions

(i) We will try to effect your Standing Instructions promptly, but we are not responsible to ensure that they are carried out. We are not liable for any error, delay or omission in carrying them out.

(ii) If a transfer under a series of Standing Instructions cannot be effected due to insufficient funds, we may decide whether to:

(A) continue attempting to effect the said transfer (and if so, the number and timing of further attempts to be made); or

(B) cancel the transfer for that transfer date, in which case further transfers will resume on the next transfer date, subject to the availability of funds in the Account.

You are advised to check with us via our Contact Centre or via Online Banking if you wish to know the status of any specific transfer in a series of Standing Instructions.

(iii) Even if a transfer could not be effected, we are not obliged to refund any charge levied on that transfer.

(iv) If you wish to cancel~~,~~ or make any changes to~~,~~ any Standing Instructions, you must give us a written notice of such cancellation or change at least 1 Business Day before the next transfer date.

(k) We may determine the order of priority in executing multiple instructions involving an Account. You are deemed to have given multiple instructions if we receive more than one instruction to be effected on the same date, regardless of the time or date when each instruction was received.

Examples of such instructions include cash withdrawals, cheques, Standing Instructions, instructions under the Electronic Banking Services, Regular Investments and interbank GIRO deductions.

(l) You agree to do such further acts and things and to execute such further documents which we deem necessary or desirable in order to confirm anything we have done in carrying out any right or power conferred by these Rules and Regulations.

(m) You agree and acknowledge that, subject to any express written instructions you may give:

(i) any Authorised Person(s) you appoint shall be fully empowered to act on your behalf in all transactions with us, and that we may comply with and act upon any instructions given by such Authorised Person(s) without limitation~~,~~;

(ii) the Authorised Person(s) is/are authorised to arrange with us any advances (by way of discount, overdraft or otherwise);

(iii) the Authorised Person(s) may order any transfer to his/their personal account or order;

(iv) the Authorised Person(s) may delegate the powers conferred on them, or any of them, to others; and

(v) the Authorised Person(s) may vary, amend or revise any mandate or instruction which we were previously given.

4. DEPOSITS, CREDITS AND WITHDRAWALS

(a) We may do any of the following at our sole discretion and without giving reasons for doing so:

(i) refuse any instrument or deposit;

(ii) limit the amount permitted to be deposited; and/or

(iii) return any deposit or part of a deposit.

(b) Proceeds of deposits will not be available to you until we have received cleared funds. In accepting items for deposit, we act as your collecting agent and we are not responsible for realising them.

(c) When you make a deposit to your Account, you will receive a counterfoil which must bear the initial of our authorised officer or be validated by a teller machine. If you use the deposit machines at our Automated Banking lobbies, you should keep the customer copy of the receipt.

(d) Although we will do our best to process all instruments on the day of receipt, cheques, drafts, money orders, etc, which are lodged in the afternoon may not be in time for clearing to other banks on the same day and will go forward for clearance the next Business Day. The relevant times applicable to each branch may vary and we shall be pleased to supply you with further details upon request. Notice of dishonour of cheque will be given as soon as possible after they have been received by us. Alternatively, an update can be obtained via our Contact Centre.

(e) We may reverse any entries in the Account to you:

(i) where the entries were made in error. If this occurs, we accept no responsibility for any consequences to you. You are under a duty to notify us immediately of any such errors which you may discover.

(ii) where transfers, remittances, cheques or other instruments previously credited to the Account are recalled or returned unpaid for any reason. In such event, you will bear all costs incurred for such reversal and any losses arising from differences in foreign exchange rates. You agree that we are entitled to debit the amount of such costs or losses from the Account.

(f) All cheques etc sent by post for the credit of your Account should be crossed with two parallel lines across the face and be accompanied by letter or deposit vouchers so that it is clear how the cheques are to be applied.

(g) If we agree to accept bills, cheques, drafts or instruments drawn on banks outside Malaysia ("Foreign Instruments") for purchase, clearing or collection, you acknowledge and agree as follows:

(i) The purchase, clearing or collection of Foreign Instruments is dependent upon the laws and practices of the place where the drawee bank is located;

(ii) We accept Foreign Instruments for purchase, clearing or collection at our discretion and entirely as an exceptional facility to you at your request. We are entitled to refuse any Foreign Instrument at our discretion or to return any Foreign Instruments at any time;

(iii) We are not responsible for:

(A) the realisation of any Foreign Instrument deposited with us;

(B) the value given by a foreign bank; or

(C) any mail or communication delays, loss of mail or courier, operating errors, clearing system delays or Losses, however caused; and

(iv) In certain places, the clearing of cheques may be with recourse. In such cases, the drawee bank may subsequently return the cheque or recall the funds even after the funds have been made available.

(h) Withdrawals from the Account are subject to such notice or restrictions as may be applicable.

(i) You may withdraw your deposits only in Malaysia. However, we may from time to time allow withdrawals from your Account to be made in other countries subject to conditions we may impose, and you agree that we may withdraw any such permission at any time. You agree that such withdrawals are subject to market conditions and the laws and regulations in Malaysia, and at the location of the withdrawal.

(j) We have the right to refuse to honour any cheque, instrument or instruction if:

(i) the signature or any entry, alteration or endorsement on it is not acceptable to us; or

(ii) there are insufficient funds in the Account; or

(iii) the withdrawal would increase any overdraft already existing in the Account.

(k) We may accept instructions allowing a third party to withdraw funds from the Account at our discretion, but only if such instructions are in a form and content acceptable to us, and subject to the rules and regulations governing that specific type of Account.

(l) We have the right to freeze or suspend the operation of the Account and to refuse any and all deposits, credits and withdrawals if you are in breach of any of these Rules and Regulations or if:

(i) any instructions given to us are ambiguous or not acceptable to us;

(ii) if we suspect that there may be any illegality in any transaction; or

(iii) if we require any further instructions, information or documentation, in form and content satisfactory to us.

(m) All conversions between currencies, whether for deposit or withdrawal, shall be at our prevailing foreign exchange rate(s) as indicated in our branches, subject to the availability of such rate(s) at the time of the transaction.

5. MASTERSWEEP FACILITY

(a) The MasterSweep is a facility which is only available if you have applied for it and we have approved your application. It is only applicable to the savings account and the current account specified in the application form. Only savings accounts with statements are eligible to be linked under the MasterSweep facility.

(b) Automatic transfers of funds will only be made when sufficient funds are available in the savings account, subject to our normal transfer procedures.

(c) The MasterSweep facility will apply only to cheques cleared through the normal banking clearing system, and may not operate in respect of cash cheques presented over the counter for payment. Accordingly, such cash cheques may not be honoured if there are insufficient funds in the relevant current account at the time of presentation.

(d) The MasterSweep facility is not applicable in respect of ATM transactions.

(e) We may terminate the MasterSweep facility at any time by giving you notice in writing.

(f) We may impose a set-up fee or service charge for the MasterSweep facility as set out in our Tariff of Fees and Charges. In such event, such fee or charge may be debited from either the relevant savings account or the relevant current account at our discretion.

6. OVERDRAWING AND MINIMUM BALANCES

(a) We may allow an Account to be overdrawn, by granting you such financing facility as determined by us in accordance with Syariah principles ("Overdrawing Facility"), if such overdrawing is necessary or desirable in order for us to carry out any of your instructions. We may do this regardless of whether you have requested such an Overdrawing Facility.

Each Overdrawing Facility is allowed on a "one-off" basis for that particular instruction only and may be revoked or withdrawn by us at any time, in accordance with Syariah principles.

You acknowledge that any overdrawing allowed by these means is not an indication that similar overdrawings will also be allowed in other instances.

(b) If the Overdrawing Facility is granted to you for any reason, you agree to comply with the terms and conditions under the Overdrawing Facility.

(c) We may allow an overdrawing in an Account by granting you a Qard Hasan or benevolent loan or advance, which you agree to repay within 3 days of its being granted, or such longer period as we may allow. If such a loan or advance is granted, a monthly administrative fee of an amount approved by our Syariah Advisory Committee and set out in our Tariff of Fees and Charges, will be charged.

(d) If for any reason and at any time, the balance of the Account falls below the specified minimum limit applicable to that Account at that time (if any), you must pay our applicable service fee, and we shall be entitled to:

(i) debit the service fee to the Account; or

(ii) close the Account.

All such service fees are as set out in our Tariff of Fees and Charges.

7. DORMANT ACCOUNTS AND UNCLAIMED MONEYS

(a) You are advised to keep your Account active by making withdrawals, deposits or funds transfers:

(i) at our branch counters, ATM, cash/cheque deposit machines; or

(ii) via Phone Banking / Online Banking.

Automated transactions that are carried out under existing Standing Instructions and Direct Debit Authorisations, and other transactions not initiated by you at that point in time, will not be considered as activation.

(b) If your Account is not active for 12 consecutive months, it will be placed under "Dormant" status. We are entitled to:

(i) close Dormant Accounts with a balance at or below a threshold sum as set out in our Tariff of Fees and Charges; and

(ii) absorb any credit balance in the Account towards payment of dormant fee.

Where the Dormant Account holds a balance above such threshold sum, we are entitled to debit a dormant fee from the Account, as set out in the Tariff of Fees and Charges, until:

(A) the remaining balances are sent to the Consolidated Trust Account, as described in paragraph (c) below; or

(B) until the Dormant Account is closed for having a balance at or below the threshold sum;

whichever is the earlier.

(c) Pursuant to the Unclaimed Moneys Act 1965, any money to the credit of an Account which has not been operated by you for a period of 7 years will be gazetted as "Unclaimed Moneys". At the end of that year, such money will be lodged with the Consolidated Trust Account.

8. UNDERLYING CONCEPTS

The types of accounts offered by us may be based on any of the following Syariah concepts, as stated in the Specific Account Documents, or on such other Syariah concepts as may be stated in the Specific Account Documents and approved by BNM.

(a) **Wadiah**

Syariah concept

Wadiah is the Syariah concept where we are the keeper and trustee of the deposited funds.

Features

(i) We may reward you with a *hibah* (gift) at our sole discretion.

(ii) We guarantee refund of the entire deposited amount upon your demand.

(b) **Mudharabah**

Syariah concept

Mudharabah is the Syariah concept where it is an arrangement between we as the entrepreneur and you as the capital provider, under which we provide expertise, labour and management and you provide capital.

Features

(i) We will mobilize your funds for our business activity.

(ii) Profits made under the arrangement are shared between you and us according to a predetermined ratio.

(iii) Profits shall exclude expenses we bear, such as expenses for product advertising and promotion and payment of any relevant takaful/insurance contribution/premium.

(iv) The profits on Accounts under the Mudharabah concept are calculated based on such method as may be approved by BNM.

(v) We apply the Profit Equalization Reserve (PER) methodology in managing the returns on Accounts under the Mudharabah concept. This methodology allows us to:

(A) appropriate a portion of our gross income into a reserve account in months where profit exceeds our expectations; and

(B) to draw funds from this reserve in months where profit is below our expectation;

to maintain more consistent dividend rates.

In addition, we may at our discretion use any part of our profits from other sources to add to the gross income derived from depositors' funds, in order to increase the dividend rates.

(vi) Profit rates displayed in our branches and our Website are of the previous month's returns and do not indicate future profit rates.

(vii) We do not guarantee the refund of the capital amount in the event of a loss under the Mudharabah arrangement. In such event, you may lose your capital while we lose our provision of expertise, labour and management.

(viii) Where funds are placed with us on a pre-agreed tenure, you will not be entitled for the full agreed profit sharing if the deposited amount is not held by us up to the contracted maturity.

No profit sharing dividend will be paid for premature withdrawal of deposit of less than three (3) months. For premature withdrawal of deposits of more than three (3) months, you will be entitled for the payment of *Ehsan* profit.

(ix) Profit earned on your Account may be subject to withholding tax in accordance with prevailing laws or regulations.

(c) **Murabahah**

Syariah concept

Murabahah is the Syariah concept of cost plus sale where it involves you buying a commodity and then selling it at cost plus profit. You will receive the proceeds of your sale in cash on deferred terms.

Features

(i) We identify the commodity to be purchased by you.
(ii) We will purchase the commodity on your behalf. You will have to deposit your funds with us to purchase the commodity.
(iii) You may then sell the commodity to us at cost plus profit to be agreed between us.
(iv) You will be paid the proceeds of your sale on deferred terms.

9. EXTERNAL ACCOUNTS

(a) An external account is an account (of whatever type) opened for a non-resident of Malaysia (as defined under the relevant regulations).

(b) External accounts and transactions on them are subject to exchange control laws and regulations and BNM's Foreign Exchange Administration Rules as applicable. Therefore, please note that the availability and operation of services and facilities offered by us may be modified as we deem necessary or appropriate, for external accounts.

10. JOINT ACCOUNTS

(a) This clause 10 constitutes an agreement between :

(i) all owners of the Joint Account; and

(ii) you and us.

(b) Instructions in respect of a Joint Account may be given by those of you who are specified in the Mandate Form, including withdrawals in favour of the signatory(ies). Each of you accepts and ratifies all actions carried out by us pursuant to such instructions.

(c) The Mandate Form remains in full force and effect until we receive a written revocation from any one or more of you, at the branch where the Joint Account is maintained. When we receive such revocation, instructions in respect of the Joint Account must be given by all of you together until and unless we receive a fresh Mandate Form signed by all of you to our satisfaction.

(d) If we receive contradictory instructions from different Joint Accountholders, or where there is in our opinion any dispute between any of you in relation to any instructions or to the Joint Account, we are entitled (but not obliged) to:

(i) place a hold on the Joint Account until we receive written instructions from all of you together for the future operation of the Joint Account; or

(ii) proceed to close the Joint Account in accordance with clause 23(c); or

(iii) take such other action as we may think appropriate.

(e) All of you are jointly and severally liable for :

(i) any debit balance arising on the Joint Account for any reason; and

(ii) any other liability that may be incurred arising from any services you use.

Any such liability will not be discharged or otherwise affected by the death or incapacity of any one or more of you.

(f) Any Statement, notice or communication sent by us to any one of you is deemed to have been sent to all of you. Where the addressee has received or is deemed to have received the Statement, notice or communication, all of you are deemed to have received it.

(g) We reserve the right to refuse any cheque, instrument, transfer or payment order which is not in all your names, for deposit or credit to the Joint Account. If we do agree to accept any such cheque, instrument, transfer or payment order, each of you agrees to indemnify us for any Losses we suffer as a result.

(h) Regardless of the instruction in the Mandate Form, you agree that, upon the death of any of you, any credit balances on the Joint Account are held to the order of the survivor(s). In such event, we are irrevocably authorised to pay the credit balances to the survivor(s) in priority to any personal representative of or other person claiming through the deceased, but subject to any rights we may have in respect of the credit balances. If the deceased Joint Accountholder

is a Muslim at the time of death, the survivor(s) shall act as the representative(s) of the deceased in respect of the deceased's share of such money, for purposes of faraid distribution.

11. STATEMENTS AND PASSBOOKS

(a) For accounts and transactions where Statements are issued:

You are under a duty to:

(i) carefully examine all entries appearing in every Statement sent to you; and

(ii) to immediately notify us by letter of any errors, unauthorised debits or other discrepancies.

If you do not notify us within 21 days of the date of the Statement (or such shorter period set out in the Statement, if any), you accept the Statement as conclusive evidence of the balance in the Account and of the other particulars in the Statement.

You agree to be bound by the details set out in the Statement (except for any details on which you have notified us as required in this paragraph). You further agree that we are discharged from any liabilities in respect of any unauthorised, forged or fraudulent payments which may have been effected, but which were not notified to us as required above.

(b) Where you have notified us of any dispute, error or query in respect of the Statement as required above, you agree that:

(i) you still accept the rest of the entries in the Statement which are unaffected by the notification as conclusive evidence of their accuracy and correctness; and

(ii) we shall investigate the relevant transaction and you are bound by our decision on the outcome of the investigation.

(c) Without affecting the terms of paragraph (a) above, we have the right at any time to rectify and/or correct any errors in any Statement caused by our own error or omission. A Statement which is rectified or corrected is binding between ourselves and you.

(d) Where you have requested that the Account be linked to a Consolidated Statement:

(i) You understand and acknowledge that separate Statements are not issued for the respective Accounts as long as they are linked to the Consolidated Statement.

(ii) Joint Accounts may only be linked to a Consolidated Statement where the Consolidated Statement is issued to the primary or principal accountholder of the Joint Account in our records. You understand and acknowledge that the other Joint Accountholders of that Joint Account will not receive separate Statements for that Joint Account.

(iii) Should you wish for

(A) the Statement for an Account to cease to be linked to a Consolidated Statement; and

(B) to instead receive separate Statements for that Account,

you are required to give a written instruction to us. If it is a Joint Account, the instruction must be signed in accordance with the relevant Mandate Form in force at that time.

(e) In respect of Accounts with Passbooks:

(i) You are responsible to keep the Passbook securely. You must notify us in writing immediately if your Passbook is mislaid, stolen or otherwise lost. In such case, we may issue you with a fresh Passbook, subject to the signing of an indemnity and/or the signing or provision of such other documents as we think necessary.

(ii) You are under a duty to examine carefully all entries appearing in your Passbook, and to notify us by letter at once of any errors, unauthorised debits or other discrepancies.

If you do not notify us within 14 days of the date of such entries being updated in your Passbook, you accept the Passbook, as conclusive evidence of the balance in the Account and of the other particulars in the Passbook.

You agree to be bound by the details set out in the Passbook (except for any details on which you have notified us as required in this paragraph). You further agree that we are discharged from any liabilities relating to any unauthorised, forged or fraudulent payments which may have been effected, but which were not notified to us as required above.

(iii) Withdrawals by third parties may only be made (at our absolute discretion) upon production of an original signed debit slip, the Passbook and an original letter addressed to us requesting payment to the named bearer, and signed by you. The amount to be withdrawn by the third party must not exceed such maximum amount as we may specify. The bearer will be required to prove his identity to our satisfaction.

(iv) Please update your Passbook regularly if you frequently conduct transactions otherwise than over our branch counters. Our systems will compress all transactions made without using the Passbook ("no book transactions") to generate a merged transaction if the total number of no book transactions exceed 30.

(v) Regardless of the above, we may at our absolute discretion (and subject to any conditions which we think appropriate) allow transactions to be carried out over the counter or otherwise without the Passbook being produced. Accordingly, you acknowledge that, where the Passbook is not updated and there is any conflict between the information in the Passbook and our records:

(A) the entries in the Passbook are not be deemed to be conclusive evidence of the details of the Account, and

(B) our records as to the state of the Account (including the balance in the Account or the closure of the Account) is final and binding on you for all purposes.

12. ATM AND DEBIT CARD SERVICES

(a) This clause 12 applies only where we have issued you with a Card.

(b) The Card is not transferable. You are the only person entitled to use your Card.

(c) A Card may bear an expiry date. If it does, we may reject any use of the Card after that expiry date.

(d) A Card may only be linked to such Accounts as we permit.

(e) The use of the Card and your acceptance of the Statement(s) (if applicable) sent by us to you in relation to the Linked Accounts are conclusive evidence that you have duly received the Card, PIN and TIN (where applicable). You agree that such evidence can be used in any Court of Law in the event of any dispute.

(f) We may impose transaction limits on the various types of transactions which may be performed using the Cards. You are advised to check with our branches or our Contact Centre for the limits applicable at any point in time.

(g) You may use the Card for cash withdrawals through designated ATMs installed in such approved countries as announced by us or by Visa International or MasterCard International. You must ensure that all your inter-country transactions via ATMs do not violate the laws existing in the country where the transactions are carried out.

(h) If your Card is lost or stolen, you must:

(i) report it to us immediately by calling our Contact Centre;

(ii) follow up by sending us a written confirmation of the loss/theft; and

(iii) make a police report, a copy of which must subsequently be provided to us.

(i) Until and unless we receive the written notification as stated above and we confirm such receipt, you continue to be liable to us for all charges arising from all transactions, whether authorized or unauthorized, incurred on the Card, together with fees, profit and/or finance charges. Our decision on your liability in such event is conclusive and binding on you.

(j) If you recover the lost Card, you must return that Card to us without using or attempting to use it.

(k) Upon your request, a replacement Card may be issued to you, subject to payment of the replacement fee stated in our Tariff of Fees and Charges.

(l) If you are a Priority Banking customer, you will be issued with a Priority Banking Card. We reserve the right to cancel, withdraw, or substitute your Priority Banking Card if you cease to enjoy Priority Banking customer status for any whatever reason.

(m) If you have applied for an ATM Card, you will also be issued with a PIN and a TIN for that ATM Card, which you must change at the earliest opportunity, for security reasons. You are responsible for keeping your PIN a secret. All transactions conducted using your PIN will be deemed to have been duly authorised by you.

(n) Debit Card:

(i) You agree to accept responsibility for the charges incurred using your Debit Card, including retail purchases, charges and/or any other types of charges.

(ii) You must ensure that your signature on the Debit Card is the same as on the application form. Your signature on any sales draft, transaction record, credit voucher and/or other charge record of transaction constitutes binding and conclusive evidence that you agree and accept the charges, which will be charged to your Linked Account.

(iii) Subject to these Rules and Regulations, you may use the Debit Card to purchase goods and services at Designated Merchants' outlets to conduct EPOS transactions. Goods purchased and services obtained by using the Debit Card may not be exchanged or returned for cash refund. Where a refund is necessary, a Designated Merchant will issue a credit voucher to reverse the EPOS transaction. Unless we receive a credit voucher from the Designated Merchant, the transactions will be charged to your Linked Account.

(iv) Where the Debit Card is used at Designated Merchants where pre-authorisation is required, including petrol stations, hotels, travel agencies and hospitality industry related businesses, a specified amount determined by the Designated Merchant ("Blocked Amount") will be debited from your Linked Account on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount ("Transacted Amount"). If the Blocked Amount is more than the Transacted Amount, the difference between them will be released and credited into your Linked Account after the Transacted Amount is processed and paid by us. If:

(A) there is any discrepancy in the Transacted Amount billed or any delayed billing, by the Designated Merchant, after we release such difference, or

(B) the Transacted Amount is more than the Blocked Amount,

we may make any necessary adjustment by debiting or crediting your Linked Account in order to reflect the correct Transacted Amount.

(v) You agree not to use the Debit Card:

(A) for any unlawful activities or to purchase goods or services that are illegal or prohibited by the laws of Malaysia or by the laws of the country where the purchase is made; or

(B) to pay debts under on-line gambling, wagering or betting activities conducted via internet.

(vi) We reserve the absolute right and discretion to refuse approval for transactions effected via the Debit Card in particular if the transactions are suspected to be, or is in our opinion, illegal.

However, we are not obliged to determine or enquire into or investigate the purpose or legality of transactions effected using the Debit Card and you are liable for all transactions we approve.

(vii) We are not responsible for the refusal of any Designated Merchant to accept the Debit Card or for any defect or deficiency in goods or services supplied to you by any Designated Merchant. Any complaint by you must be resolved directly with the Designated Merchant concerned and no claim against the Designated Merchant may be set-off or counterclaimed against us.

(viii) You must ensure there is sufficient balance in the Linked Account before effecting a transaction using the Debit Card. If the purchase amount exceeds the available balance of the Linked Account, we are entitled to refuse to authorise the transaction. We are not obliged to transfer funds from any other account to the Linked Account if the transaction amount exceeds the available balance of the Linked Account.

(ix) We may set a minimum balance to be maintained in the Linked Account and may vary the said minimum balance.

If there is a minimum balance to be maintained, you may not use the Debit Card for transactions that will result in the balance in the Linked Account being reduced below the said minimum balance.

(x) If we suspect that there is anything suspicious in any transactions on your Debit Card, we may (but are not obliged) to contact you to validate the said transactions as a measure against possible fraud and/or unauthorised use of your Debit Card.

If we are unable to contact you and/or if there are any circumstance considered in our opinion to be suspicious, we may (but are not obliged) to reject such a transaction.

(xi) Subject to such restrictions as we may impose, you may use the Debit Card outside Malaysia where there are authorised Visa International or MasterCard International merchants and/or member institutions of Visa International or MasterCard International.

13. TELEGRAPHIC TRANSFERS

(a) This clause 13 applies to all applications or instructions for telegraphic transfers from Accounts, regardless of the channel through which the applications or instructions are communicated to us, for example our branches or the Electronic Banking Services.

(b) We may from stipulate a minimum amount and/or maximum amount for telegraphic transfers instructed through some or all channels. You are advised to check with us for the applicable limits before giving any instructions for telegraphic transfers.

(c) Please note that, where a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. Please enquire at our branches or call our Contact Centre to confirm on the applicable charges.

(d) Regardless of clause 1(h) above, if any part of these Rules and Regulations mentioning the expression “Business Day” is applied to telegraphic transfers, that expression shall (when applied to telegraphic transfers) mean a day (other than a Saturday, Sunday or a public holiday) on which banks are generally open for business in

(i) Kuala Lumpur;

(ii) the destination country (or state, in the case of a domestic telegraphic transfer); and

(iii) the country of the currency in which the telegraphic transfer is to be made (if different from the destination country).

(e) The telegraphic transfer is sent entirely at your own risk. We are not liable for any delay, mistake or omission, in transmission or otherwise.

(f) You consent to our disclosure of any information in relation to the telegraphic transfer to the relevant correspondent and/or intermediary bank (as applicable).

(g) Regardless of anything contained in these Rules and Regulations or in the application form for the telegraphic transfer, acceptance of each instruction or application for a telegraphic transfer is at our sole discretion. We are not obliged to provide any reasons for rejecting any such instruction or application.

(h) Where a telegraphic transfer cannot be completed for any reason, other than reasons solely and directly arising from our default, we are not required to refund the charges paid by you for the telegraphic transfer.

14. ELECTRONIC BANKING SERVICES – GENERAL

(a) Clauses 14 to 18 apply to our Electronic Banking Services.

(b) You are deemed to agree to these Rules and Regulations each time you use the Electronic Banking Services or upon subscribing to the Electronic Banking Services.

(c) You must be at least 18 years of age to use the Electronic Banking Services. However, if we permit your use of the Electronic Banking Services even though that you were below 18 years of age at the time, our rights under these Rules and Regulations shall not be affected.

(d) Accounts on which you may use the Electronic Banking Services:

(i) Electronic Banking Services are available only for "Eligible Accounts", which are:

(A) Accounts where, in our records, you are the legal and beneficial owner(s), and

(B) such other Accounts permitted by us.

(ii) By registering for any of the Electronic Banking Services, you agree that such Electronic Banking Services will be available on all Eligible Accounts with us, whether open now or opened in the future. This includes any Joint Accounts you hold with others and Accounts under credit facilities granted to you.

(iii) Unless we advise otherwise, you must register for each type of Electronic Banking Service before you will be able to use that type of Electronic Banking Service.

(iv) The Electronic Banking Services cannot be used on some types of accounts and we will advise you as to which types of accounts are eligible.

(v) Certain types of Electronic Banking Services, and certain facilities under the Electronic Banking Services, may be available only for certain types of accounts and not others, even if both types of accounts are accessible under the Electronic Banking Services.

(e) Where a User Guidance is made available in relation to any Electronic Banking Services, you must follow all relevant User Guidance whenever you access that Electronic Banking Service. We may inform you of changes to the way you should access the Electronic Banking Services, in which case you must observe all such changes.

We are not responsible for any Losses that you suffer as a result of you not following any relevant User Guidance or observing any such changes.

(f) In the case of Joint Accounts:

(i) If the operation instruction for the Joint Account is "both/all to sign", all Accountholders are deemed to be subscribing to the Electronic Banking Services jointly, and we will give each of you the same initial access code.

Upon the initial access to the relevant Electronic Banking Service, all of you must then agree and choose the same Security Code for that Electronic Banking Service. In these circumstances, please note that your access to the Electronic Banking Services may be restricted to viewing of information only and not conducting transactions.

(ii) Where the Joint Account is operated on a single signing authority basis, you agree that:

(A) your joint accountholders may operate the Account using the Electronic Banking Services on the terms set out in this agreement. This applies even if you yourself are not registered to use the relevant Electronic Banking Services;

(B) any accountholder in such a Joint Account may validly give instructions via the Electronic Banking Services for that Joint Account; and

(C) where conflicting or inconsistent instructions are received from different Joint Account holders, we may act on any one of these instructions without being liable for any failure to act on the other instructions.

(g) You are responsible to take reasonable steps to protect the security of your access to the Electronic Banking Services as follows, and as notified to you:

(i) You must not allow anyone else to operate any of the Electronic Banking Services on your behalf.

(ii) You must not leave Your System unattended while you are on-line to an Electronic Banking Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Electronic Banking Service in our branches or other premises. If you access any Electronic Banking Service from a device in one of our branches, the public nature of our branches makes it particularly important that you do not leave that device unattended while on-line. You must ensure that you have gone off-line before leaving the branch.

(iii) You must not access any Electronic Banking Services from any device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy your access or otherwise gain access to the Electronic Banking Service via that device, network or environment.

(h) You may not use the Electronic Banking Services to create an unauthorised overdraft on any of your Accounts. We are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and as long as permitted by Syariah principles we may charge any profit and charges to the Account, in accordance with clause 6(c) above. You agree that:

(i) it is your responsibility to make sure that no unauthorised overdrafts are created; and

(ii) you will not rely on the operation of the Electronic Banking Services to prevent an unauthorised overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Electronic Banking Services may not be given immediate value or immediate effect and might not always be immediately reflected in the balance on your Account.

(i) The Electronic Banking Services will usually be available for use at the times given in the User Guidance or at other times notified to you. However, you accept that routine maintenance requirements, excess demand on the systems

and circumstances beyond our control may mean it is not always possible for the Electronic Banking Services to be available during all normal operating hours.

(j) We are entitled to do any of the following at any time in relation to the Electronic Banking Services:
   (i) change the mode of operation; or
   (ii) add to, remove or otherwise change, end or suspend any of the facilities available.

(k) You must take all reasonable measures to ensure that any computer or program or other device from which you access the Electronic Banking Services is protected against any computer virus or other malicious software.

(l) You must not access the Electronic Banking Services using any computer, program, mobile phone or other device which you do not own or which you are not licensed or authorised to use. If you do so, you must compensate us for any Losses we may suffer as a result.

(m) Some types of Electronic Banking Services may require Your System to be installed with the Service Software in order for you to access and operate the Service. It is your responsibility to ensure that the Service Software is compatible with Your System.

We are not liable to you for any Losses you suffer due to any incompatibility between the Service Software and Your System.

(n) If we supply you with any Service Software, we are granting you a non-exclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the relevant Electronic Banking Service, and for no other purpose.

The Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:
   (i) use them except in connection with accessing the relevant Electronic Banking Service;
   (ii) take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
   (iii) try to decompile, reverse engineer, input or compile any of the Service Software.

(o) If you access the Electronic Banking Services from a country outside the Malaysia, you are responsible for complying with the local laws of that country. This includes obtaining any necessary licence(s) for the import / export of the Service Software to that country.

(p) Please take note that the protection provided under the Digital Signature Act is not applicable to your utilisation of the Electronic Banking Services.

15. SMS BANKING

(a) This clause 15 only applies to SMS Banking.

(b) In order to use SMS Banking, you must register for SMS Banking and comply with all activation procedures we issue.

(c) SMS Banking is only available for mobile phones and data connections which meet the required specifications and configurations we specify. You agree to procure and maintain a mobile phone and data connection which meet these requirements at your own expense.

(d) We may issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions in connection with the access and use of SMS Banking and the transmission of instructions under SMS Banking ("Procedures"). We may vary the Procedures at any time and you agree to comply with any such variations to the Procedures.

(e) Please note that the availability and proper functioning of SMS Banking is dependent on many variable circumstances, including location, mobile network availability and signal strength, proper functioning of hardware, software and your Mobile Phone.

We are not liable for any unavailability or improper functioning of SMS Banking.

16. ELECTRONIC ALERTS

(a) This clause 16 only applies to Electronic Alerts.

(b) There are 2 categories of Alerts under Electronic Alerts:
   (i) You will receive Alerts under the automatic Alerts category without any prior registration
   (ii) Under the subscriber Alerts category, you must register~~,~~ and select the types of Alerts you wish to receive.

(c) At our discretion, you may be able to select the thresholds at which you will receive Alerts for certain types of transactions, whether based on:
   (i) the value of each transaction;
   (ii) the number of transactions in a specified time period; or
   (iii) such other basis as we may consider appropriate.

We reserve the right to change in any way the types of thresholds which you may select, or the types of transactions for which thresholds may be set, by giving notice to you.

(d) We reserve the right and absolute discretion to:

(i) increase;

(ii) reduce; or

(iii) otherwise vary,

the types of Alerts available, without giving you prior notice.

(e) Regardless of anything in these Rules and Regulations, you acknowledge that Alerts are provided only when available or practicable. We are not responsible for any Losses you incur as a result of you not receiving any Alerts or any changes we may make to the Electronic Alerts.

(f) The availability and proper functioning of Electronic Alerts is dependent on many variable circumstances, including location, internet or mobile network availability and signal strength, and proper functioning of your mobile network operator and Mobile Phone or your email service provider and computer.

We are not liable for any unavailability or improper functioning of Electronic Alerts.

17. FUND TRANSFER SERVICES VIA ELECTRONIC BANKING SERVICES

(a) This clause 17 only applies if the respective services are made available by us under the Fund Transfer Services for your type of Account.

(i) You may use Interbank Giro Service ("IBG") to instruct us to transfer funds from your Source Account to a specified account with another bank.

(ii) You may use the "own account" funds transfer service to instruct us to transfer funds between your Accounts. This service may only be used where all named accountholders are identical across the Accounts, but excludes accounts which are known to us to be held by you in different capacities, including trust accounts or estate accounts.

(iii) You may use the Bill Payment Service to instruct us to transfer funds for payments from your Source Account to a specified Payee.

(iv) You may use the third party intrabank funds transfer service to instruct us to transfer funds from your Source Account to a stipulated account with us, which is not your Account. For the purposes of this service, an account is not treated as being your Account if it is :

(A) held in the name of any one or more accountholders which is different from those in the Source Account; or

(B) known to us to be held by you in different capacities.

(v) You may use the international telegraphic transfer service ("ITTS") to instruct us to transfer funds from your Source Account to a stipulated account with a bank in another country.

(b) Fund transfer limits

(i) You may issue as many instructions to transfer funds in any one day as you wish. However, you may only issue instructions to transfer up to your preset or personalised limit per day.

(ii) The preset daily limit applicable at any point in time may differ for different types of fund transfers and for different types of Accounts. The limits may also be applied on an aggregated basis between differing fund transfer services. The respective preset limits are available on our Website. Please note that we may change the preset limits. You are advised to check our Website for the preset limits applicable at any point in time.

(iii) You also have an option to lower the limit applicable to your Accounts through 'My Preferences' function. Please note that your personalised limit will apply to all your Accounts.

(iv) Should you wish to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact our Contact Centre.

(v) Each ITTS transaction is subject to minimum and maximum transfer amounts per transaction, as set out in our Website. We may change these amounts at any time.

(c) Under the Bill Payment Services, we are required to provide reports to Payees, listing out all the users of the Electronic Banking Services who have made payments to that Payee and the respective amounts paid by each of those users. By using the Bill Payment Services, you consent for us to disclose to the Payee such information as may be required in the reports.

(d) Use of the ITTS is also subject to the following:

(i) You must register each Recipient via the Electronic Banking Services before you are able to make an Online Telegraphic Transfer to that Recipient. Once a Recipient has been registered, you are solely responsible to update any changes to the Recipient's particulars (excluding name or identity particulars) via the Electronic Banking Services. We are not liable for any Losses which may result from your failure to update the Recipient's particulars before making an Online Telegraphic Transfer.

(ii) The rate of exchange applied for each Online Telegraphic Transfer is our prevailing rate of exchange for the relevant currencies at the time that the Online Telegraphic Transfer is processed, and not at the time you enter the instruction.

(e) If any of the following is true of your Source Account on the specified date for effecting any fund transfer, we are not obliged to execute your fund transfer instruction, and we are not liable for any Losses you suffer as a result of us not effecting such instruction:

(i) your Source Account does not contain sufficient funds to make the fund transfer; or

(ii) your Source Account does not contain sufficient funds to pay for any charges, fees, profit or other sums that may be payable by you to us (if applicable); or

(iii) the execution of your instruction will cause the balance in your Source Account to exceed the credit limit that we have set for you and/or your Source Account; or

(iv) your Source Account is closed, frozen or inaccessible for any reason.

(f) If you are giving an instruction for a fund transfer, you agree that you, and not we, will be responsible for any charges imposed, or any other action taken, by a receiving bank or intended receiving bank, Payee or correspondent where:

(i) the fund transfer could not be completed for any of the reasons set out in paragraph (e) above; or

(ii) you did not use the Electronic Banking Services correctly; or

(iii) circumstances beyond our reasonable control prevent the fund transfer from being carried out, despite our reasonable precautions. Examples of such circumstances which are beyond our reasonable control include fire, flood or improper transmission or handling of payments by a third party.

18. eSTATEMENTS

(a) This clause 18 only applies to the eStatement Service. If there is any conflict between this clause and any other part of these Rules and Regulations, this clause shall prevail in relation to the eStatement Service for that conflict.

(b) You must register for the eStatement Service in order to receive and access eStatements.

(c) You may choose to receive your eStatements via either of the following:

(i) Email and online – Your eStatements shall be sent via email to your Designated Email Account. Your eStatements will also be available via Online Banking.

Or

(ii) Online only – A message (“eStatement Notification”) shall be sent to your Designated Email Account to notify you that your eStatement is available. Subsequently, you may access and/or download your eStatement via Online Banking.

You may, however, switch the manner in which you access the eStatement Service between (i) and (ii) to suit your preference for each Account, via Online Banking.

(d) Regardless of the features or options offered at the time you first registered for the eStatement Service, we have the absolute discretion to suppress subsequent hard copies of your Statements. If this occurs, you will no longer receive any hard copies except upon specific request. We are entitled to charge a fee, for every such hard copy Statement provided upon specific request, as stated in our Tariff of Fees and Charges.

(e) Nevertheless, we may inform you of changes to the way the eStatement Service is operated or accessed, If this occurs, you are bound by such changes if you do not give us written notice to terminate your registration or if you continue to access the eStatement Service.

(f) You acknowledge and agree that you are deemed to receive each eStatement within twenty-four (24) hours of the eStatement or eStatement Notification being sent by us.

(g) You must adopt and at all times maintain all security procedures stated here or stipulated by us in relation to the eStatement Service.

(h) Where eStatements are sent to you via email, we will provide you with a Password comprising up to thirteen (13) characters to enable you to open your eStatement. You may change the Password via the option provided in Online Banking.

(i) If you forget the Password, please call our Contact Centre for assistance.

(j) You must use only software compatible with the eStatement to access the eStatement. For this purpose, you are required to utilize such software as we may stipulate, for accessing and opening the eStatement.

19. SECURITY CODES

(a) You should change your Passwords regularly or, at minimum, whenever we or our systems require you to do so. You should not choose a Password you have used before.

(b) Whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by unauthorised persons. For example, you should avoid your own or a relative's birthday, or any part of your telephone number.

(c) You must take all reasonable steps to ensure that you protect your Security Codes at all times. You must not disclose any details of your Passwords to anyone else, including to ;

(i) someone who is a joint accountholder with you;

(ii) a member of our staff; or

(iii) someone giving assistance on a technical helpdesk in connection with any services.

(d) You must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes. It is particularly dangerous to keep any record of your Security Codes together with any device or card for accessing your Account, or with details of your Account such as your Account number.

(e) If you discover or suspect that someone else knows a Password or any part of it, you must immediately change the Password yourself where possible. If this is not possible, you must notify us immediately by telephoning us at our Contact Centre or at any other number we may announce for this purpose. We will suspend use of the relevant service until new Security Codes have been set up.

(f) In the case of an Additional Online PIN, you must immediately notify us on the loss or change of your Designated Mobile Number. You must notify us immediately if you discover or suspect that someone else has obtained or knows the Additional Online PIN. If you are using the Electronic Banking Services at that time, you should immediately terminate that session to deactivate the Additional Online PIN already obtained for that session.

(g) In relation to SMS Banking:

(i) You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may access SMS Banking through your Mobile Phone.

(ii) If you:

(A) lose, replace or part with possession or control of your Mobile Phone; or

(B) have reason to believe that someone else has accessed your Account(s) using SMS Banking;

you must notify and instruct us to revoke your SMS Banking Security Codes immediately, and make a fresh application to register for SMS Banking.

(iii) Until and unless you notify us in accordance with paragraph (ii) above, all SMS Banking instructions we receive using your Security Code are deemed to have come from you. We are entitled to rely on such instructions, regardless of whether they actually originated from you or not. Please note that we may not be able to reverse or annul transactions based on instructions we receive before your notice to us.

20. THIRD PARTY AGENTS

(a) Some services which we offer or which you specially request may involve the use of third party agents or service providers, including correspondents, stockbrokers or custodians, some of whom may be deemed to be acting on your behalf.

In such event, you authorise us to appoint and terminate such agents or service providers, and to appoint replacements, at our absolute discretion. You further agree that we have full power and authority to negotiate and agree all arrangements with such agents or service providers, for you and on your behalf.

(b) Please be advised that we may receive a commission or fee from the third party agents or service providers, out of any fees or charges earned by them in respect of their services . You acknowledge that we are entitled to the full benefit of such commission or fees and that we are not obliged to account to you in any way for the commission or fees.

(c) You acknowledge that services provided by such agents or service providers are not being provided by us. Accordingly you agree that we are not responsible for any:

(i) omission, delay, default or failure by the agents or service providers in providing such services; or

(ii) incorrect or incomplete information or advice supplied to us by the agents or service providers.

(d) You agree to pay or reimburse to us all costs of using such agents or service providers, including any fees and/or other charges they impose. You irrevocably authorise us to debit your Account with all such costs and to pay the same to the relevant agent or service provider, in accordance with the agent or service provider's notice.

21. FEES AND CHARGES

(a) By opening the Accounts, subscribing or registering for the various services and/or using the various facilities offered by us, you agree to pay the applicable Fees and Charges as stated in our Tariff of Fees and Charges.

(b) We may debit the Account for the amount(s) of the Fees and Charges as and when they fall due and payable. We are not liable if such debiting causes the Account to have insufficient funds to fulfil your instructions.

(c) Where Fees and Charges are payable for any services you are subscribed to/registered for or in any Accounts which you hold, we will give you at least 21 days' prior notice of any increase in such Fees and Charges. If this occurs, you will not have to pay any proposed increase if you cancel your subscription for such services or close the affected Account during the notice period. However, if you continue with your subscription for the services or continue maintaining the affected Account after the notice period, you are taken to have accepted the increased Fees and Charges.

(d) Please note that there may be additional fees and charges imposed for the use of certain channels or facilities, such as some Electronic Banking Services, which are separate from the fees and charges for the particular products or services. We will be happy to provide you with details of any such additional Fees and Charges on request.

(e) Please note that, where you access any of our services or facilities via services provided by third party service providers (for example internet service providers, telecommunications or SMS service providers or operators), you will also have to pay the usual charges imposed by such third party service providers.

(f) In relation to ATM and Debit Card services:

(i) Please note that there are additional fees payable in respect of inter-country and interbank cash withdrawals and Debit Card transactions, as set out in our Tariff of Fees and Charges.

(ii) Transactions outside Malaysia will be converted to Ringgit Malaysia using US Dollar as the base currency on the date the transaction is received by us and/or processed, at such exchange rate and at such time as may be determined by Visa International or MasterCard International at its absolute discretion. The exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Such rate imposed is final and conclusive and you bear all exchange risks, Losses, commission and other bank charges which may be incurred.

(g) Where there is any money due and owing to us, and it becomes necessary for us to refer the matter to solicitors for recovery of the money, you must pay us the costs we incur in doing so (including legal fees on a solicitor-client basis). If this occurs, we may debit your Account for the amount of such costs.

22. RIGHT OF LIEN AND SET OFF AND WITHHOLDING OF FUNDS

(a) We have the right at any time to :

(i) demand refund of and/or to debit your Account(s); and/or

(ii) set-off any credit balances in such Account(s);

for any overpayment into your Account(s) arising from any error, irregularity or omission, whether on our part or in the transmission of the instructions authorising such payment.

(b) Subject to Syariah principles, you agree that we may

(i) combine any of your Accounts and liabilities with us anywhere, whether in or outside Malaysia, whether singly or jointly with any other person; or

(ii) set off any money in such Accounts including your profit sharing investments with us (whether matured or not), and/or any Investments and/or receivables held in such Accounts,

towards satisfaction of any of your liabilities to us anywhere, whether

(A) in or outside Malaysia; or

(B) as principal or surety, actual or contingent, primary or collateral, singly or jointly with any other person;

and we may effect any necessary currency conversions at our own rate of exchange prevailing at that time. We are irrevocably authorised to take all necessary actions and effect all necessary transfers as may be necessary to give effect to this right of set-off.

(c) If the amount of any such liability is unascertained, we may estimate that amount and exercise our rights of set-off in respect of that estimated amount, subject to a final settlement to be made between you and us when the actual amount of the liability is ascertained.

(d) We may refuse withdrawals of any of your funds or assets if any sum of money due and payable from you to us is outstanding and unpaid. If you do not pay such sum upon demand, we are authorised to realise (whether at or before maturity) any of your deposits, Investments and/or assets held with us, to discharge all or part of such sum.

(e) Until all moneys owing to us are paid or discharged in full, you shall not, by paying off any sum recoverable by us, or by any other means or on any other ground, claim any set-off or counter claim against us in respect of any liability from us to you or to any other party.

(f) Where required by domestic or overseas regulators or tax authorities, you consent and agree that we may withhold and pay out from your account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

You agree that nothing in the arrangements between us, you and/or any other party constitutes an implied agreement restricting or negating any right which we have existing or implied by law.

23. TERMINATION, SUSPENSION, CLOSURE OR TRANSFER

(a) If you close an Account within 3 months after the date of opening it, we are entitled to impose an early account closure fee as set out in our Tariff of Fees and Charges.

(b) We may do any of the following at our discretion without liability and without having to disclose the reason:

(i) refuse to accept any deposit;

(ii) limit the amount that may be deposited; or

(iii) return all or any part of the deposit.

(c) We may close any Account by giving you a notice. If we do this, we may discharge our entire liability by mailing a draft to you (in the currency of the Account, if it is not a Ringgit account), at your last address in our records. The draft will

be payable to you in the amount of the balance in the Account. We are not required to disclose any reason for such closure.

(d) We may end or suspend any facility or service offered by us, whether as a whole or to you alone, at any time, and without giving any reasons for doing so. If we intend to end any facility or service for which you have subscribed or registered, we will give you whatever period of notice is reasonable in the circumstances.

(e) There will be no refund of any fees paid for an Account which is closed, or a facility or service which is cancelled or ended, whether by you or by us.

(f) If an Account is closed, whether by you or by us, before the end of any calendar month, no *hibah* or profit sharing dividend will be payable to you in respect of that Account for that month.

(g) In relation to the Electronic Banking Services:

(i) You may cancel your use of any or all of the Electronic Banking Services at any time by written notice to us or by contacting us at our Contact Centre.

(ii) If you have multiple Accounts, you may not cancel the Electronic Banking Services solely in respect of any one Account, unless we tell you otherwise in writing.

(iii) We are entitled to immediately end or restrict your use of the Electronic Banking Services on your Joint Accounts if any of your Joint Account holders notifies us:

(A) that the Joint Account can no longer be operated on your instructions alone; or

(B) that he/she no longer agrees for you to operate the Joint Account using the Electronic Banking Services.

(iv) If your use of any of the Electronic Banking Services comes to an end for any reason, this will not affect any instructions you have already given via the Electronic Banking Services. If more than one person has signed this agreement and one of you withdraws from any of the Electronic Banking Services, this will not affect the use of the Electronic Banking Services by the others (except in the circumstances outlined in paragraph (iii) above).

(h) In relation to the ATM Cards and Debit Cards:

(i) If you do not wish to be bound by these Rules and Regulations relating to the Cards, you must cut the relevant Card in half and return the pieces to us. If the Cards are not returned, it is deemed that you agree to abide by these Rules and Regulations.

(ii) You may terminate the use of your Debit Card by giving us written notice of termination and returning to us the Debit Card cut in half. Use of the Debit Card will subsequently be terminated.

(iii) Without affecting paragraph (d) above, we may terminate or suspend the use of your Debit Card if any one or more of the following events occurs:

(A) your death, or incapacity;

(B) you breaching any of these Rules and Regulations;

(C) if you no longer qualify for the type of Card issued to you by reason of termination of the relevant relationship with us;

(D) if you default in the payment of any money payable to us under the Accounts or under these Rules and Regulations, after that money has become due, whether or not it has been formally demanded; or

(E) if you fail to pay any money payable by you in respect of any loan/financing, account or facilities granted to you by:

(1) us; or

(2) any of our related companies;

after that money has become due, whether or not it has been formally demanded;

(iv) If the use of any Card is terminated for any reason, you must immediately return the Card to us, cut in half.

24. BANK'S BOOKS AND RECORDS AND CUSTOMER INFORMATION

(a) In opening the Account(s), you declare that all the information provided to us is complete and true. You authorise and consent for us to obtain any other information as we deem necessary from any sources (including any credit reference agency, authority or other body, whether governmental or otherwise).

(b) You are required to promptly advise us of changes in your:

(i) address;

(ii) Designated Email Account; and

(iii) Designated Mobile Number;

in order for you to receive all Statements, notices and other communications in a timely manner.

However, please note that your notifications of any change of the above do not bind us until our records have been amended. Therefore, you are advised to ensure all such notifications are given as early as possible.

(c) Periodically, at the request of our auditors, we may send you confirmation letters together with an up to date Statement. Please :

(i) check to ensure that the balance shown in your Statement is correct; and

(ii) sign and return to us the confirmation letter in the envelope provided.

(d) You authorise us to collect your personal data for the purposes of providing or improving our services and the provision of financial services and other related products.

(e) You acknowledge that:

(i) we may, but are not obliged, to record all telephone conversations between our staff and yourself;

(ii) we may listen to telephone calls received from you or in connection with the Accounts in order to assess and improve the quality of our products and services; and

(iii) all such recordings are our property, and we are entitled at our discretion to refuse to release such recordings to any other party including yourself.

(f) You agree to accept our records as binding and conclusive evidence of any transactions on your Accounts or of any use by you of any services or facilities linked to your Accounts. With regard to any disputed transaction involving ATM Cards or Debit Cards, where the card in question has been delivered to you, you are responsible for showing that you did not use the card in question at the time the disputed transaction was entered into or recorded.

(g) You acknowledge that we may at our absolute discretion destroy, erase or otherwise cease to maintain such documents, recordings or other records as we deem appropriate~~,~~. You irrevocably agree that no adverse inference shall be drawn against us by reason only of our failure to produce such documents, recordings or other records.

25. DISCLOSURE

(a) By signing on the Account opening form, and by continuing to maintain the Account, you consent to us, our officers and agents disclosing information relating to you and your Accounts and/or dealing relationship(s) with us, Standard Chartered Bank Malaysia Berhad ("SCBMB") and Standard Chartered Bank, United Kingdom (including all its branches) ("SCB"), and/or any other products you may hold with us, or have purchased from or through us, including details of your facilities, any security taken, transactions done and your balances and positions with us, SCBMB and SCB, to :

(i) SCB, and any of SCB's or our holding company's, subsidiaries, affiliates, representative and branch offices in any jurisdiction (collectively with us, the "Permitted Parties");

(ii) professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;

(iii) any actual or potential participant or sub-participant in relation to any of our rights and/or obligations under any agreement between us, or assignee, novatee or transferee (any agent or adviser of any of the foregoing);

(iv) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party;

(v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties, including an authority investigating an offence; or

(vi) any regulator or tax authority where necessary to establish any tax liabilities in any jurisducrtion pursuant to orders, agreements with regulators or authorities or otherwise.

(b) We may disclose your information to parties specified in paragraph (a) for the purposes of:

(i) understanding your needs;

(ii) risk management;

(iii) outsourcing or consolidating our operations;

(iv) any sale of assets or corporate exercise;

(v) procuring credit protection;

(vi) undertaking any issue of securities; or

(vii) monitoring our compliance with law, agreements with any regulator or any authority, and our and SCB's policies.

(c) Where you have subscribed for any Electronic Banking Services, you further consent for information relating to you, your Account(s) and transactions to be transmitted via SMS and/or email under the relevant service(s), to your Designated Mobile Number and/or Designated Email Address~~.~~

26. ASSIGNMENT/PLEDGE

(a) You may not assign, transfer, pledge or charge any profit sharing investment(s) or any Account(s) to third parties by way of security or otherwise, other than with our written consent.

(b) At any time, we may delegate or sub-contract any of our rights or obligations to any third party, and appoint third party agents or sub-contractors to provide the services or facilities offered.

27. FORCE MAJEURE

(a) We are not responsible to you for any diminution of funds due to taxes, imposts or depreciation.

(b) We are not liable for any unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, act of war or civil strife, disruptions to the financial markets, or other similar causes beyond our control, whether arising in or outside Malaysia.

(c) We are not liable for any failure to perform our obligations under the Accounts or any services or facilities offered by us if the failure results from an event which is beyond our reasonable control, including acts of God, government, civil or military authority, civil or labour disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, disease, epidemic, or health quarantines, computer viruses or other malicious software, hacking by third parties, disruptions to the financial markets, or any failure or disruption to telecommunications or electricity.

28. COMPLIANCE WITH LAWS

(a) You are responsible to observe and comply with all laws and regulations applicable to your Accounts and all transactions on your Accounts.

(b) Where applicable, you must ensure that you comply with all Exchange Control Regulations in relation to:

(i) your Accounts;

(ii) all transactions on your Accounts; and

(iii) your use of any services or facilities offered by us.

(c) You agree and undertake to indemnify us for any Losses we suffer as a result of any infringement by you of the Exchange Control Regulations.

(d) You must not instruct us to do anything which is a breach of, or would involve or result in us or any other person being in breach of, any applicable laws, rules or regulations, or any directives, rulings, circulars, requirements or guidelines binding on us or any other person (whether or not having the force of law).

29. LIMITATION OF LIABILITY

(a) We are not responsible or liable for:

(i) any Losses caused as a result (including by reason of delay), whether direct or indirect, of acting upon or failing to act upon your instructions or misconstruing such instructions, and we may debit any Account with any amount paid out pursuant to such instructions;

(ii) any delay, error or omission which may occur in the transmission or misinterpretation of messages sent or received by means of electronic payment, telegraphic transfer or other means of automatic transfer or advice; or

(iii) any Losses to you as a result of:

(A) your instructions being inaccurate, inadequate or incomplete in any manner; or

(B) any failure, refusal, delay or error by any third party through whom any such funds transfer is to be made, to transfer the funds to or to credit the account of the intended payee.

(b) Without affecting our rights, we will not be responsible for any Losses arising out of temporary or partial suspension of any of your withdrawal rights at any time due to circumstances out of our control.

(c) We are not liable for Losses you suffer, relating to any suspension, restriction or cancellation of your use of any services or facilities offered by us.

(d) In relation to the Electronic Banking Services:

(i) The Electronic Banking Services are provided on an "as available" basis only and the time periods during which they are available are subject to change. We are entitled at our sole discretion and any time, to temporarily suspend the operation of any of the electronic Banking Services for updating, maintenance and upgrading purposes, or any other purpose that we consider necessary. If this occurs, we are not liable for any Losses which may be suffered as a result.

(ii) We are not responsible for any services through which you access the Electronic Banking Services, or by which you obtain your Passwords, that are not controlled by us, or for any Losses you may suffer as a result of using such a service. You are responsible for complying with all the terms and conditions of such a service and to pay all the charges connected with it.

(iii) We are not liable for your access of any hyperlinked internet sites provided to you to access the internet sites of any other parties, including of our related or associated companies, which may not be regulated, secure or protected.

Hyperlinks provided by us to non-Standard Chartered internet sites do not constitute an endorsement by us of such sites. We make no warranty or representation in respect of such internet sites or the parties having ownership of such sites. You bear all risks in accessing any such hyperlinked internet sites;

(iv) We are not liable to you for any Losses which result from the Electronic Banking Services being made available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for Losses resulting to you through the use of the Electronic Banking Services include:

(A) acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see paragraph (vi) below which explains the exceptions to this rule);

(B) any incompatibility between Your System and the Electronic Banking Services;

(C) any machine, system or communications breakdown, interruption, malfunction or failure, industrial dispute, failure or fault of any internet service providers, telecommunications or SMS service providers or operators, or their respective agents and subcontractors or other circumstances beyond our control that leads either to the Electronic Banking Services being totally or partially unavailable or delayed, or to the non-receipt, interception of or unauthorised access to or use of the Security Codes or to instructions given via the Electronic Banking Services not being received, authenticated, accurate, correct or acted upon promptly or at all;

(D) any misuse of Your System or the Electronic Banking Services by you or anyone else;

(E) any access to information about your Accounts which is obtained by a third party as a result of your using the Electronic Banking Services (except where that access is obtained as a result of our negligence or our willful default); and

(F) any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Electronic Banking Services, or any error, inaccuracy or incompleteness of any information or data available under the Electronic Banking Services.

(v) You will be held liable for all Losses due to unauthorised use if you :

(A) have acted fraudulently or with gross negligence; or

(B) are in default of any of your security obligations described in clauses 14(g) and 19 above.

(vi) You will not be held responsible for instructions which are not authorised by you but are given using your Security Codes if:

(A) such instruction is given after you have notified us, in accordance with clause 19(e) or (f) above, that you have discovered or suspected that the Security Code(s) in question is/are lost or that the Security Code(s) in question is/are known to someone else; or

(B) you were unable to notify us, in accordance with clause 19(e) or (f) above, that the Security Code(s) in question is/are lost or that the Security Code(s) in question is/are known to someone else, because:

(1) all channels provided by us for such notifications were not available at the relevant time; and

(2) the unauthorised instruction in question was given during the period when the said channels were not available;

provided that you notify us within a reasonable time after the said channels again became available; or

(C) your Password has been obtained by or has become known to the person giving the unauthorised instruction as a result of any negligence or wilful default on our part.

(vii) In relation to the eStatement service, you acknowledge and agree that:

(A) The use of and transmission of information via email and/or the internet:

(1) cannot be guaranteed to be secure;

(2) may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons; and

(3) may be disrupted, interrupted, delayed or incorrect;

(B) If you choose to receive your eStatement via email, you acknowledge that the confidentiality and integrity of information contained in the eStatements, including information relating to the Accounts or your other details, cannot be guaranteed and may be intercepted by third parties.

You shall not hold us responsible for any such breaches of confidentiality;

(C) We are not liable for any errors, viruses, delay, inaccuracy or Losses in connection with your use of the eStatement service (including any interception, modification or amendment, disruption, interruption, delay or inaccuracy of email or internet transmission or other communication equipment or facilities).

(D) We are not liable for any Losses you suffer as a result of us making the eStatement service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the possibility of the same, including:

(1) any incompatibility between your electronic system and the eStatement;

(2) any misuse of or unauthorised access to your eStatements; and/or

(3) any access to information relating to the Accounts which is obtained by a third party, whether authorised or not, as a result of your use of the eStatement service.

(e) We do not hold ourselves or any of our officers, employees, representatives or agents as having the ability to advise you on any transactions under any products, facilities or services offered by us, or on the profitability, suitability or desirability of the transaction.

You acknowledge that all instructions given by you to us are given based on your own independent judgment and that you have not relied on any communication from us, our officers, representatives or agents as a recommendation or advice.

Therefore, you agree that we are not responsible or liable in any way in respect of any communication to you in relation to such transactions, whether or not you requested such advice.

(f) If we are found to be liable for any Losses to you, however they arise:

(i) such liability is limited to direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances, and only if the loss or damage is caused by our gross negligence or wilful default; and

(ii) we are not liable for any loss of profits, business or goodwill, or any indirect or consequential loss or damages, even if we have been advised of the possibility of such loss or damage or claim.

In any event, any liability we may have to you, whether in contract or in tort or otherwise, shall not exceed either the amount of the transaction which gave rise to the claim, or the direct damages sustained, whichever is the lower.

30. INDEMNITY

(a) If we are at any time required to pay any goods and services tax, or other tax on any sum received or receivable from you (other than a tax on our overall income), you agree to indemnify and pay us on demand the amount paid or payable by us.

(b) You agree to fully indemnify us against all costs and expenses (including legal costs on solicitor-client basis) incurred by us in enforcing these terms and conditions, and for the recovery of any amounts due to us or incurred by us in any legal proceedings in connection with the Accounts.

(c) You shall hold harmless and indemnify us, our officers, employees or agents, against any Losses which we or any of them may incur (direct or indirect) as a result of us or any such officer, employee or agent

(i) acting upon; or

(ii) delaying or refraining from acting upon;

instructions from you or purporting to be from you or which we believe to have been issued by you or on your behalf.

(d) You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence and Losses (including direct, indirect or consequential losses), including all duties or other levies and legal costs on a solicitor-client basis and other liabilities which we may incur as a result of your use of the Electronic Banking Services.

(e) You agree that neither we nor any of our nominees or agents are required to take any legal action on your behalf or for your benefit unless fully indemnified by you to our/their reasonable satisfaction, as a prerequisite for taking such action, in respect of all costs and liabilities which may be incurred by us / them.

(f) You shall indemnify us, our employees and agents on a full indemnity basis from or against all Losses (whether direct, indirect or consequential losses) including all duties or other levies and legal costs on a solicitor-client basis, and other liabilities which we may incur, arising from any failure on your part to comply with these Rules and Regulations.

(g) You further agree that we may debit any of your Accounts for the any amount(s) due to us under this clause 30, even if such debiting may result in your Account becoming overdrawn.

31. NOTICES AND COMMUNICATIONS

(a) Except for situations where these Rules and Regulations refer to your giving us notice by telephone or by other forms of communication, you must give us any formal notice in connection with the Account or with our services or facilities in writing (in hard copy form) to:

(i) the branch where the relevant Account is held; or

(ii) our Contact Centre; or

(iii) any other address we may notify to you for this purpose.

(b) Email is knot a completely reliable or secure method of communication and, unless expressly permitted by us, you must not use it for sending us:

(i) formal notices in connection with the Account or as required under these Rules and Regulations; or

(ii) sensitive communications, for example but not limited to payment instructions.

(c) If we need to send you a notice, we may use any one or more of the following methods:

(i) Send it by :

(A) ordinary or registered prepaid post;

(B) courier; or

(C) hand;

to the latest address in our record in relation to the Account.

You are deemed to receive it within 3 Business Days after the date of posting if sent by post, or within 2 Business Days from date of sending if sent by courier, or upon acknowledgement of receipt if sent by hand.

(ii) Publish it by a general notice in one national daily newspaper or display it at our branch premises or post it in our Website. You are deemed to receive it on the date such notice is first published or made available.

(iii) Send it your Online Banking Mailbox, if you are registered for Online Banking and have activated it. You are deemed to receive the notice within 24 hours after the time and date the notice is sent.

Notices may also be sent together with your Statements. You are deemed to receive such notices together with the Statement, even if your receive the Statement only electronically.

(d) For purposes of certain Passwords, we will for security reasons transmit them to:

(i) the address or number reflected on our records as the most recently registered address or number (such as your registered mobile phone number), or

(ii) where such communication or electronic device is unavailable, in such manner and through such other medium as we may otherwise specify.

In this regard, each mobile phone number can only be registered for one user. You will not be able to use the relevant service if you are unable to provide a unique mobile phone number.

(e) We may advertise our products and services, and those of other companies in the Standard Chartered Bank Group, through the eStatement service or the Electronic Banking Services. If you have requested or ever request us not to send you any marketing material under other agreements with us, you agree that such restriction shall not apply to these advertisements.

(f) If you are dissatisfied with our service, you may lodge a complaint to us so that we can try and put things right. You can get more details on how and where to make a complaint at any of our branches or at our website www.standardchartered.com.my.

32. WAIVER AND SEVERABILITY

(a) Even if the Bank does not exercise a right or remedy available to it fully or immediately, the Bank may still exercise that right or remedy later.

(b) If any one or part of these Rules and Regulations proves to be unenforceable, unlawful, invalid or ineffective in any way, such non-enforceability, unlawfulness, non-validity or ineffectiveness shall not affect the validity of the remaining Rules and Regulations.

(c) If any one or part of these Rules and Regulations proves to be unenforceable against any specific customer(s), this will not in any way affect the enforceability of that part of the Rules and Regulations against other customers.

33. GOVERNING LAW AND JURISDICTION

(a) These Rules and Regulations, the Accounts and our services relating to the Accounts are governed by the laws of Malaysia.

(b) Both parties agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate.

34. VARIATIONS AND ADDITIONS

(a) We may add to, vary, suspend or remove any part of or all of the services and/or facilities offered, or any function or feature of such services and/or facilities, at our sole and absolute discretion, without giving any reason for doing so and without incurring any liability.

(b) At our sole discretion, we may vary, amend, add to or delete any of these Rules and Regulations by prior notice in writing to you (including sending you a message via Electronic Banking Services, if you are subscribed for them).

(c) If you continue to maintain the Account or use our services or facilities after you have been given notice of any such changes to these Rules and Regulations, you will be treated as having accepted the changes and you will be legally bound by such changes.

35. BINDING EFFECT

(a) By signing on the Account opening form, you are deemed to have read and understood these Rules and Regulations governing the operations of your Account, and that you agree to abide by them.

(b) These Rules and Regulations are binding upon you, your personal representatives and heirs.

(c) You are liable to us as principal in respect of all obligations arising under transactions governed by these Rules and Regulations, even if you are acting on behalf of another person. We will not recognise that other person as our customer in any circumstances except where that person's beneficial interest was notified to us in writing together with your application to open that Account.

PART II – ADDITIONAL RULES & REGULATIONS GOVERNING SPECIFIC SERVICES AND SPECIFIC TYPES OF ACCOUNTS

In addition to the general rules and regulations above, your specific type of Account or service may also be subject to the following additional rules and regulations, or to specific rules and regulations applicable only to that Account or service, as stated in the Specific Account Documents. Please refer to the Specific Account Documents on your Account or service for its specific features, restrictions and fees and charges.

These Rules and Regulations are intended to be read together with the Specific Account Documents. In the event of any conflict between these Rules and Regulations and the Specific Account Documents, the Specific Account Documents shall prevail in relation to that Account or service, to the extent of the conflict.

36. SAVINGS ACCOUNTS (General)

(a) Our savings accounts are eligible for protection by Perbadanan Insurans Deposit Malaysia.

(b) Cheques may not be drawn on savings accounts under any circumstances.

(c) You are deemed to have closed the Account if all credit balances in the Account are withdrawn or otherwise utilised.

(d) Savings accounts may be passbook based or statement based, as set out in the relevant Specific Account Documents.

37. CURRENT ACCOUNTS (General)

(a) Our current accounts are eligible for protection by Perbadanan Insurans Deposit Malaysia.

(b) Current accounts are only available to individuals aged 18 years and above (as of last birthday).

(c) We may require an introduction from a person or firm already known to us for the opening of any current account.

(d) We may levy a monthly administrative fee as set out in the Tariff of Fees and Charges if the Account is in an overdrawn position or is not within the prescribed limit during the month.

(e) We are irrevocably authorised to honour and debit to the Account all cheques and instruments which you draw on the Account.

(f) Only pre-printed cheques provided by us for the use of the Account specified in the cheques may be used. You must not give cheques from your cheque book to another person, or borrow cheques from somebody else, or use them for a different account, as such cheques are likely to be applied to the wrong account.

(g) Towards the back of your cheque book, you will find an application slip which should be submitted to us when you require a new cheque book. We may also offer a service where additional cheque books are automatically ordered and sent to you when the number of cheques used from your existing supply reaches a threshold which we determine. This service is only available if we notify you about it.

(h) It is important to ensure that all cheques are present in the new book when you receive it from us.

(i) We may determine the order of priority for payment of cheques, at our absolute discretion.

(j) When you draw cheques, please be careful to ensure that the amount, both in words and figure, is written distinctly and in such a way to prevent the insertion of any other word or figure; a line drawn thus '----------' or the word 'ONLY' should be added after the amount expressed in words.

(k) The use of correction fluid and any other alterations to cheques is strictly prohibited. We reserve the right to reject any cheques bearing correction fluid or alterations without notifying you, even if they have been countersigned by you.

(l) If you wish to stop payment of a cheque, you must give us full particulars in writing and sign the letter in the same manner as cheques drawn on your Account. Phone Banking may be an alternative to stop payment of a cheque.

However, please note that we are only able to effect a stop payment instruction if the letter reaches the branch where your relevant Account is maintained before the cheque undergoes the clearing process. Stop payment instructions are subject to administrative charges as stated in our Tariff of Fees and Charges.

(m) As a particular danger exists with cheques lost before they have been completed, you are advised to keep your cheque book under lock and key. Please note that you are responsible to ensure the security of your cheque book.

(n) Please ensure that your Account does not become overdrawn, even temporarily, unless you have made special arrangements with us beforehand. A charge (as set out in our Tariff of Fees and Charges) will be imposed for each cheque which is dishonoured owing to insufficient funds. You will then run the risk of being reported to Credit Bureau, BNM under the Dishonoured Cheque Information System (DCHEQS), and having your Account closed.

(o) Cheques which are returned for reasons other than insufficient funds will be subject to an administrative charge as set out in our Tariff of Fees and Charges.

(p) Upon the closing of an Account whether by yourself or by us, all cheques previously issued to you and not used must be returned to us.

38. PROFIT SHARING INVESTMENT ACCOUNT (General) (including General Investment Account-i)

(a) Our profit sharing investment accounts are eligible for protection by Perbadanan Insurans Deposit Malaysia.

(b) Profit sharing investment accounts are based on the Mudharabah concept.

(c) A profit sharing investment account may only be opened by individuals aged 18 years and above (as of last birthday).

(d) Each investment in a profit sharing investment account is subject to the minimum sum prescribed for the relevant tenure as may be determined by us. You may enquire at any of our branches, our Website or our Contact Centre for further information on such minimum sums and available tenures.

(e) You agree and acknowledge that the profit sharing investment account receipt given to you is only an acknowledgement of your investment in the profit sharing investment account and is not a document of title. Where the investment was placed via cheque, the profit sharing investment account receipt issued is subject to clearance of the relevant cheque and is not to be treated as confirmation that the said cheque has been cleared.

(f) The production of the original profit sharing investment account receipt is not evidence that the investment is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems indicating that the investment has been uplifted.

(g) If any investment matures on a day which is not a Business Day for banks in Kuala Lumpur or in the country of the currency involved (for non-Ringgit deposits), then the date shall be extended to the following Business Day.

(h) The profit sharing investment account proceeds are payable to you only at the branch where the investment was made. Nevertheless, we may at our sole and absolute discretion permit withdrawal at other branches in Malaysia.

(i) Prior to maturity date, you are required to give us your instructions in writing for the renewal or disbursement of the principal and dividends upon maturity. In the absence of such written instructions, we reserve the right to renew the investment on a similar tenure with profit at the then prevailing profit sharing ratio for such tenures.

(j) Profit rates displayed at our branches or website or elsewhere reflect profit earned during the previous month and are not indicative of current or future returns.

(k) We may permit premature and/or partial withdrawal of monies in a profit sharing investment account, subject to such conditions that we may deem appropriate. Dividends will be paid on amounts prematurely or partially withdrawn, in accordance with the then prevailing Rules of the Association of Islamic Banks in Malaysia.

38A. COMMODITY MURABAHAH TERM DEPOSIT-i

(a) Our Commodity Murabahah Term Deposit-i ("TD") accounts are eligible for protection by Perbadanan Insurans Deposit Malaysia.

(b) TD accounts may only be opened by individuals aged 18 years and above (as of last birthday).

(c) TD are based on the Murabahah (cost plus sale) concept.

(d) You appoint us as your agent to purchase a commodity we identify using your funds intended for deposit placement. The purchase price of the commodity will be the same amount as your deposit placement with us. We will notify you once the commodity is purchased.

(e) You have the option to take delivery and possession of the commodity by instructing us to deliver the commodity to you. You must give us your instructions within such time as we may notify you. You will have to bear all charges related to taking delivery and possession of the commodity.

(f) If we do not receive your instructions for delivery, we will take it that you have been notified of our purchase of the commodity on your behalf. We will also take it that you have considered our offer to purchase the commodity from you at the applicable profit rate, and that you have accepted our offer.

(g) We will notify you of our confirmation to purchase the commodity from you, the price we will pay you (which comprises the principal amount and the profit) and the relevant deferred payment term, including the tenure, profit rate and maturity date.

(h) The effective date of the TD placement is on the date the Commodity Murabahah transactions are carried out. This date may be different from the date we receive your funds.

(i) Each deposit placement in the TD account is subject to the minimum sum prescribed for the relevant deferred payment term or tenure as we may determine. You may enquire at any of our Branches, our Website or our Contract Centre for further information on such minimum sums and available tenures.

(j) Upon maturity of your deposit placement, you will receive the proceeds of the sale, that is, the original placement amount plus profit.

(k) If you wish to receive payment before maturity date (premature upliftment), it will be based on mutual agreement between us. The agreement is subject to ibra'/rebate on the sale proceeds as set out in our application form.

(l) You agree and acknowledge that the TD Deposit Voucher given to you is only an acknowledgement of your deposit in the TD account and is not a document of title. Where the deposit was placed via cheque, the receipt issued is subject to clearance of the relevant cheque and is not to be treated as confirmation that the said cheque has been cleared.

(m) The TD sale proceeds is payable to you only at the branch where the placement was made. Nevertheless, we may permit withdrawal at other branches in Malaysia.

(n) Prior to maturity date, you are required to give us your instructions in writing for the renewal or disbursement of the original placement amount and profit, if any, upon maturity. In the absence of such written instructions, we reserve the right to renew the placement on a similar tenure with profit at the then prevailing board rate for such tenures.

39. FOREIGN CURRENCY ACCOUNTS

(a) Our foreign currency accounts are eligible for protection by Perbadanan Insurans Deposit Malaysia.

(b) Foreign currency accounts are only available to individuals aged 18 years and above (as of last birthday).

(c) Foreign currency accounts) may be opened subject to an initial deposit of a minimum amount we may require for the relevant currency, and only for available currencies determined by us. A monthly statement will be issued to you for the Account.

(d) Deposit Methods

(i) We may in our discretion accept, as agent for collection, drafts, cheques or travellers' cheques. Such drafts, cheques or travellers' cheques will be given good value after clearance, less our charges or such charges as may be imposed by third parties. Please enquire at our branches for our charges. Please also note that we may not be able to advise you, in advance, of charges imposed by third parties. We may refuse to accept for collection drafts, cheques or travellers' cheques drawn in favour of third parties or if the payee's name is not identical to your name in our records.

(ii) We may return dishonoured cheques, drafts or travellers' cheques to your last recorded address at your risk and expense. We shall have full recourse to you for such dishonoured items together with all relevant charges.

(iii) We reserve the right to require sight of the Purchase Agreement of any travellers' cheques presented for deposit.

(iv) Foreign currency notes will not be accepted for deposit.

(e) We reserve the right to impose a charge on all Accounts (including dormant Accounts) where the balances fall below the current minimum balance applicable for such Accounts.

(f) Foreign currency profit sharing investment accounts and foreign currency accounts, and all transactions under them are further subject to all Exchange Control Regulations.

40. INVESTMENT SERVICES

(a) We provide the Investment Services subject to these Rules and Regulations ("Investment Services Agreement").

(b) In using our Investment Services, you are not covered by the compensation fund under section 152 of the Capital Markets and Services Act 2007 for any monetary loss suffered as a result of a defalcation, fraudulent misuse of money or other property by any of our director, officer, employee or representative. However, you can lodge a complaint in the manner set out in clause 31(f) if you suffer any monetary loss in those circumstances. If you are not satisfied with our decision, you may refer your case to the Financial Mediation Bureau or the Securities Industry Dispute Resolution Centre within 6 months of receiving our final decision. Any case referred to the Financial Mediation Bureau cannot later be referred to the Securities Industry Dispute Resolution Centre and vice versa.

(c) In the context of this clause 40, the expression "Instruction" shall mean any instruction we receive from you under the Investment Services for any dealings in Investments, or for the registration, withdrawal or collection of Investments.

(d) It is a fundamental condition of the Investment Services Agreement that you ensure that:

(i) there are sufficient Investments available in your Investment Account to satisfy all sales of Investments under Instructions issued to us; and

(ii) there are sufficient funds available in the Settlement Account (including under any overdraft granted on the Settlement Account) to satisfy all payments due in relation to any purchase of Investments under Instructions issued to us, including the purchase price, stamp duties, commissions and all other charges or levies in connection with such purchase.

(e) Information on Investments

(i) We will in our sole discretion, upon your request for our Investment Services, provide you with the most recently published editions of Investment Materials available to us. Subsequently, we may make available additional Investment Information, in respect of these or other Investments, for inspection or collection at our branches.

(ii) The Investment Materials which we provide to you may comprise:

(A) materials produced and provided to us on behalf of the relevant Investments by any representative, agent, issuer or adviser of or to such Investments, and/or

(B) statistical information which we generate in respect of past performance of the relevant Investments.

(iii) You agree that we do not have nor will we undertake any fiduciary or other duty of care or skill to you, and that you will be responsible for all investment decisions. We are not responsible or liable in any way to you:

(A) to advise or give you any recommendation as to whether or not to invest in any Investments for which Investment Materials have been provided. In this regard, you acknowledge that you should seek independent tax, regulatory, legal, financial and other advice that may be appropriate in connection with such Investments and your investment decisions.

(B) for any Losses you suffer or incur as a result of, or in connection with, any acquisition, holding, disposal or redemption of any units or shares in any of the Investments or any other transaction which you make or omit on the basis of any Investment Materials we provide.

(iv) If you wish to raise any questions or seek further details in respect of the Investment Materials provided, you may address such questions to us (preferably in writing) and we will try, but are not be obliged, to obtain a written response to such questions from the appropriate issuer or representatives of the relevant Investment.

(v) We are not responsible or liable in any way for any information or advice provided by the Broker, or for the accuracy, completeness, reliability, or timeliness of any Equity Trading System. You acknowledge that we make no representation or warranty with respect to any Investments or the issuer of such Investments.

Our duty and the duty of our employees and representatives in providing you with information on Investments, and in answering any questions you may have on Investments, is to be honest. This duty does not include any obligation to conduct any due diligence investigation or research into either the Investment or its suitability for you or your objectives.

(f) Quotations and confirmations

(i) You acknowledge that any quotes on the price of Investments or other information provided via any automated quotation system maintained by us or by the Broker (including systems operated by way of terminal, over the telephone or by facsimile) is provided by independent third party(ies).

We are not responsible for the accuracy, completeness or timeliness of such information.

(ii) All Instructions shall be executed at the then current market prices. Neither we nor the Broker represent to you that any Instruction will be executed at a price previously quoted to you by way of an automated quotation system or otherwise.

(iii) Any written confirmation sent out by us or by the Broker is (unless there is an obvious error):

(A) conclusive as to the price at which any particular Instruction has been executed; and

(B) deemed to have been accepted by you if you do not object to it in writing within 7 Business Days from the date of that confirmation.

You acknowledge that any oral statement given over the telephone as to the status of the Settlement Account or any particular transaction is not binding on either us or on any Broker.

(g) Acquisition, Holding and Redemption / Sale of Investments

(i) If you use the Investment Services to purchase any Investments:

(A) you will instruct us to place a purchase order ("Purchase Order") for such Investments with the relevant Investment Company or the Broker, and it is deemed (unless we notify you otherwise) that you:

(1) in the case of Fixed Income Investments, agree to purchase such Investments from us acting as principal; and

(2) in the case of Equity Investments, Unit Trust Investments and Other Investments, authorise us to place a Purchase Order in accordance with each such Instruction on your behalf and as your agent. Any such Purchase Order shall specify that any Investments allotted are to be held in our name; and

(B) you acknowledge and agree that, until we or the Broker have sent you an order confirmation or Statement confirming the purchase of such Investments, you will not be entitled to any such Investments.

(C) You further acknowledge that, in placing the Purchase Order, we may, if we have received purchase orders from other clients for the same Investments, aggregate your Purchase Order with such other purchase orders and place a combined purchase order. We reserve the right to place your Purchase Order or sell to you only if your Purchase Order, when combined with such other purchase orders, reaches or exceeds such minimum as we may require.

(ii) You acknowledge that neither we, nor any Investment Company which receives a Purchase Order from us, are/is obliged to accept such Purchase Order in whole or in part and neither we nor the Custodian are responsible or liable in any way:

(A) to ensure that the relevant Investment Company allots the Investments or that the Investment is otherwise procured; or

(B) for any Losses including any loss of investment opportunity which you may suffer or incur as a result of any refusal to accept, or delay in accepting such Purchase Order by us or any Investment Company;

(iii) You acknowledge and agree that any Investments purchased or subscribed for under our Investment Services, and any Statements issued by the Investment Company in respect of such Investments (if applicable), will be delivered directly to and held by the Custodian.

Where relevant, such Investments and Statements shall be registered in the name of the Custodian, as custodians for and on your behalf.

(iv) If we place a combined purchase order in accordance with paragraph (i)(B) above, then we will procure that the Custodian will, upon issue of the relevant Investments, allocate the Investments between the various purchasing clients including yourself, in such proportions as we may determine.

If the amount of the Investment purchased by you is smaller than any applicable minimum denomination, you acknowledge that you will only hold an interest in a fraction of the Investment. As a result, you may not be able to carry out any sale or transfer of the Investment prior to maturity, unless we have combined orders for sale or transfer of that Investment that meets the minimum denomination requirement.

(v) Upon any redemption or sale of Investments under our Investment Services, we will procure that the Custodian credit to your Settlement Account the proceeds (net of any fees, charges or expenses incurred in connection with redemption or sale) received for the redemption or sale of the Investments.

Neither we nor the Custodian will be under any duty to ascertain or have any responsibility for the adequacy of the redemption or sale proceeds received.

(vi) If any of your Investment Accounts holds no Investments and remains inactive for at least 1 year consecutively (or such other period as we may deem appropriate), we have the right to close that Investment Account.

Should you wish to conduct any further transactions under our Investment Services requiring such an Investment Account after such closure, you will have to open a new Investment Account.

(vii) If any of your Investment Accounts:

(A) holds Investments (other than Unit Trust Investments in target maturity funds or Fixed Income Investments with a term beyond the period mentioned in this paragraph) but remains inactive for at least 10 years consecutively (or such other period as we may deem appropriate); and

(B) we are unable to obtain instructions from you to our satisfaction on such Investments at the end of such period,

we have the right to redeem, sell or otherwise dispose of all such Investments and close the Investment Account.

In such event, we are entitled to either:

(1) credit the proceeds of such Investments into your Settlement Account (if still subsisting); or

(2) send a cashier's order for the amount of such proceeds (less costs incurred by us) by post to your last address in our records;

and our obligations are deemed to be discharged upon crediting your Settlement Account or sending such cashier's order.

(viii) You agree to indemnify us against all Losses arising, whether directly or indirectly, in connection with any short selling of Investments by you, including legal fees on a solicitor-client basis.

(ix) If, at any time and for any reason, any Investment Company or any relevant authority instructs the Custodian, as registered holder of any Investments, to divest itself or otherwise dispose of any such Investments in accordance with any laws or regulations, or any terms and conditions governing the Investments, we shall promptly seek your instructions as to how (subject to these Rules and Regulations) you wish to proceed.

If no instructions are received within the allotted time and/or a satisfactory course of action cannot be agreed with the relevant Investment Company or authority within any time period specified for this purpose, we shall:

(A) procure the Custodian to redeem, sell or otherwise dispose of the relevant Investments; and

(B) credit the proceeds to your Settlement Account.

(h) Disbursement and Receipt of Moneys

(i) Upon giving us an Instruction for any dealing in any Investment, you may select the Account which you wish us to debit for all funds due from you in connection with that Instruction ("Payments"). However, this does not apply in the case of Equity Investments, where you agree that all Payments shall be debited from the designated Settlement Account.

(ii) If you do not indicate an Account for debiting Payments, you agree and irrevocably instruct that the Payments are to be debited from your relevant Settlement Account.

(iii) Where any Payments are not immediately payable, you irrevocably authorise us to place a stop order at any time after receipt of such Instruction, at our discretion, to earmark such amount of funds in the relevant Account as we may estimate as necessary in relation to such Instruction.

We may further adjust this earmarked amount following notification from the Investment Company, Broker or other relevant party of the exact amount of the Payments due. The said amount shall be earmarked until the Payments have been settled and / or it is confirmed to our satisfaction that the Instruction cannot be effected.

(iv) Following any Instructions for purchase of Investments, and whether or not we have earmarked any funds as authorised in paragraph (iii) above, you are not entitled to withdraw or otherwise utilise from the Settlement Account the amount estimated by us as required to settle the purchase, unless and until we are notified that the Instruction to purchase cannot be executed for any reason, subject always to our rights of set-off.

Accordingly, we are irrevocably authorised, regardless of any provision of any other agreement or arrangement between yourself and us, to:

(A) refuse to honour or allow any withdrawal from the Settlement Account and/or to delay in taking any such action, during any period between our receipt of Instructions to purchase the Investment and the payment of all relevant funds for the purchase;

(B) apply the money in the Settlement Account towards settlement of any sums payable in relation to any Investment purchase, in priority to any other instruction from you; and

(C) determine at our absolute discretion the priority of payments to be made, in the event there is more than one Instruction for purchase of Investments and there are insufficient funds to pay for all of them.

(v) You irrevocably and unconditionally authorise and instruct us, the Broker and the Custodian to pay all proceeds (including profits and contra gains) from any dealings in your Investments, under the Investment Services, into your Settlement Account.

(vi) We reserve the right to require that a particular Settlement Account be designated only for the Investment Services, or for a specific part of the Investment Services. If we impose such a requirement, you agree that you must open an Account of such type and under such terms and conditions, as we may deem appropriate, as the relevant Settlement Account.

If you do not do so, we may refuse to extend the Investment Services, or that part of the Investment Services, to you.

(vii) Settlement Accounts shall be in the same currency as that of the relevant Investment, Securities Exchange or clearing house.

(viii) Subject always to the provisions of paragraphs (ix) and (h)(ii) below, we shall make the following payments from your relevant Account without need for further instructions from you, and you authorise us to make such payments:

(A) upon your purchase of any Investments under the Investment Services, and for payments in connection with the registration of such Investments in the name of the Custodian;

(B) for your payment, whether to us, the Custodian or to anyone else, of all taxes, fees, disbursements, charges and expenses properly payable by you, pursuant to these Rules and Regulations or in respect of the acquisition, holding or disposal of any Investments; and

(C) for any payments in connection with the switching of Unit Trust Investments or redemption of Investments held on your behalf.

(ix) You agree at all times to maintain sufficient funds in your relevant Account for the purpose of carrying out any purchase of Investments on your Instructions (including Regular Investments), and/or for paying any fees, costs or other expenses which you are liable to pay under these Rules and Regulations.

You agree that, if at any time there are in our reasonable opinion (having regard to other payments debited or due to be debited) insufficient funds in your relevant Account for these purposes, we may:

(A) decline to place the relevant Purchase Order on your behalf;

(B) force-sell any Investments acquired for you;

(C) (at our sole discretion and without any obligation on our part to do so) transfer funds as necessary from any other accounts maintained by you with us without need for your further instruction or consent; or

(D) advance on a benevolent loan basis, at our sole discretion in accordance with Syariah principles, the necessary funds to you for the purpose of fulfilling the Purchase Order or paying such costs, fees or expenses ("Advance") and debit your Settlement Account with the amount of such Advance.

In this event, upon our demand you shall settle the debit balance on your Settlement Account to the extent that such debit balance arises by reason of the Advance. You also agree that we shall be entitled to charge a monthly administrative fee, of an amount approved by our Syariah Advisory Committee and set out in our Tariff of Fees and Charges, as provided in Clause 6(c) above.

In addition, after our demand but pending such settlement, we are entitled to charge (after as well as before judgment) compensation for late payment at the prevailing rate as determined by us, calculated on the amount which is the subject of such demand. If you fail to comply with our demand, we are entitled to do any or all of the following, at our discretion:

(1) procure that the Custodian redeems, sells or otherwise liquidates (upon such terms and conditions as shall seem reasonable to us) such number of your Investments held by the Custodian as is necessary to discharge the debit balance attributable to the Advance or any other outstanding Advances made pursuant to this clause and that the Custodian remits the proceeds to your Settlement Account.

(2) set-off such debit balance or increase in debit balance on your Settlement Account against any credit balance or balances which you may have in any other accounts with us, without need for your further instruction or consent.

(x) We shall, subject to the provisions of these terms and conditions, hold in your Settlement Account:

(A) all cash we receive from you or for your account for the purposes of acquiring Investments;

(B) all cash which we and/or the Custodian receive for your account from the disposal or redemption of any such Investments; and

(C) all income and other payments received in respect of Investments held on your behalf pursuant to these Rules and Regulations.

If the Settlement Account is no longer subsisting at the time of any proceeds, income or other payments in respect of your Investments becoming payable, we may credit such payments to any other Account where you are the only legal and beneficial owner(s) in our records.

If there is no such Account maintained with us, we may issue a cashier's order for the amount of such payments (less any costs incurred by us) and send it by post to your last address in our records. Our obligations shall be deemed to be discharged upon sending such cashier's order.

(i) Custody of Investments

(i) We shall procure that the Custodian shall record and hold in a separate account in its books all Investments which it receives for your account, and arrange for all Investments to be held in safe-custody in such manner as we may in our absolute discretion determine.

(ii) We shall have a first and general lien on all Investments held under the Investment Services for any amounts you may owe us.

(iii) We may appoint, and may authorize the Custodian to appoint, without need for your further consent, any bank, trust company or member firm of any securities exchange to act as:

(A) a sub-custodian of any of the Investments which we and/or the Custodian hold pursuant to these Rules and Regulations; and

(B) an administrator to assist in the performance of obligations pursuant to these Rules and Regulations;

("Sub-Custodian") on such terms as we may consider appropriate. Provided that we have / the Custodian has exercised reasonable care and skill in the selection of such Sub-Custodian, we are not– liable or responsible for any act or omission of any such Sub-Custodian or any of its officers, employees or agents in connection with the Investments in its custody.

(iv) You authorise us and the Custodian to register any of the Investments in our / the Custodian's name, to deliver on your behalf any of the Investments to any authority as may be required by law or the rules and regulations of the relevant stock exchange or clearing house (where applicable), and/or to do such other things as we may deem necessary or expedient in order to effectively provide the Investment Services.

(v) Unless and until we receive an instruction to the contrary, we shall procure that the Custodian, and/or where relevant any Sub-Custodian, shall:

(A) hold for your account all stock dividends, rights and similar securities issued with respect to any Investments held pursuant to these Rules and Regulations;

(B) receive and collect all profit, dividends and other payments or distributions of income in respect of the Investments;

(C) exchange interim receipts or temporary securities for definitive securities;

(D) where moneys are payable in respect of any of the Investments in more than one currency, collect them in such currency as may be permissible by law, as we and/or the Custodian may in our discretion determine;

(E) on your behalf as beneficial owner, complete and deliver any ownership certificates in connection with the Investments as may be required by law; and

(F) dispose of moneys collected in the manner as stated above or received as proceeds of redemption of any of the Investments or otherwise, in accordance with paragraph (g) above.

(vi) You acknowledge and agree that any Investments held by us or the Custodian are at your sole risk. Our and the Custodian's duty in respect of such Investments is limited to acting as bare trustee and to exercise good faith in respect of any action or inaction in relation to such custody. Neither we nor the Custodian are under any duty to examine or verify the validity of ownership or title to any Investments, and neither of us are liable for any defect in ownership or title.

(vii) We shall:

(A) At your request, use all reasonable efforts to provide you with all annual and bi-annual reports and accounts produced by Investment Companies in relation to the Investments which are held on your behalf under these Rules and Regulations; and

(B) procure that the Custodian deliver to you all notices or circulars issued by such Investment Companies and received by the Custodian in relation to your Investments.

(viii) We shall procure that the Custodian will not vote any of the Investments held for your account except in accordance with your instructions as received by us, save and except that, where the Custodian's holdings of such Investments include Investments held for account of our other customers:

(A) Where the relevant company or Investment permits divided voting under the Custodian, we will make reasonable efforts to facilitate the submission of your votes, provided you bear any costs incurred in doing so; or

(B) Where the relevant company or Investment does not permit divided voting under the Custodian, you irrevocably agree that no votes will be submitted in respect of any of the Investments held by the Custodian.

Regardless of the above, you agree that we or the Custodian may at our discretion decide not to exercise any such voting rights. You are not entitled to interfere with this decision.

Neither we nor the Custodian are under any obligation to make available any notices, proxies or proxy soliciting materials in relation to any Investments held in connection with the Investment Services.

(ix) Subject to your written undertaking to fully indemnify us to our reasonable satisfaction for all costs and liabilities, and upon your production to us of such evidence as we may request, we shall make reasonable efforts to:

(A) execute, issue or procure such ownership and other certificates and affidavits as you may reasonably request for fiscal or tax purposes in connection with the Investments held under the Investment Services; and

(B) make or procure the making of such applications and reports as may be required under the laws of any jurisdiction in order to obtain any tax privileges to which you are entitled in connection with such Investments.

(x) We shall not deposit any Investment held for your account under the Investment Services as security for any moneys, or lend or otherwise part with possession of any such Investments for any purposes, other than pursuant to your Instructions or with your prior consent.

You acknowledge that, where you do authorise us to pledge any such Investments or subject such Investments to the liens of third parties, you face the risk of loss of such Investments.

(j) Instructions

(i) Where your Investments are held in joint names, you agree that either/any of you is fully authorised and empowered to individually decide on further Investments to be made subsequent to the initial subscription for the Investment Services, on behalf of both/all of you. Both/all of you continue to be bound by and jointly and severally liable for all such decisions.

(ii) Instructions in relation to the Investment Services shall be given in such manner as we may specify, including:

(A) by hand delivered letter or sent by prepaid postage duly signed by you; or

(B) by facsimile message duly signed by you and sent to the designated facsimile number(s) notified by us; or

(C) (in the case of Equity Investments) by an Equity Trading System via the internet; or

(D) (in the case of Equity Investments) by telephone to the designated telephone number(s) which we or the Broker notify to you. Provided that we may at our absolute discretion also accept Instructions in respect of Unit Trust Investments or Other Investments by telephone, whether from a specific customer or in certain circumstances, in which event you shall be bound by such Instructions;

Despite the above, we may at our discretion require that your Instructions for particular types of Investments be accompanied by a duly completed form, in such format as we may specify.

(iii) When giving Instructions for dealings in Equity Investments, you must also quote :

(A) the number of your Investment Account for Equity Investments and your Password for the Equity Investment Services, and/or

(B) such other information as we or the Broker may require for verification of Instructions.

We and the Broker are entitled to rely on the belief that Instructions as stated above come from you, without any further obligation to verify the identity of the person giving such Instructions and without requiring further confirmation in any form. Neither we nor any Broker are liable for any Losses suffered or incurred by you as a result of any unauthorised Instructions which comply with the above.

(iv) Under no circumstances are we obliged to take any action at any time outside of normal banking business hours in Malaysia. Subject to this, however:

(A) If we receive the Instructions before or at our Cut-Off Time, we will use all reasonable endeavours to deliver any Purchase Order or other application to the Broker or other appropriate recipient on the same Dealing Day as the date upon which we receive the Instructions;

(B) If we receive the Instructions later than the Cut-Off Time, we will use all reasonable endeavours to deliver any Purchase Order or application to the Broker or other appropriate recipient on the next Dealing Day following the date upon which we receive the Instructions.

PROVIDED ALWAYS that, in each case:

(1) any necessary subscription or other moneys required to be paid by you or on your behalf in respect of the proposed transaction are available in freely available cleared funds in your Settlement Account; and

(2) we are not liable for any Losses which you may incur as a result of our failure to send or deliver any Purchase Orders or applications unless such failure results directly from our gross negligence or willful default or that of our servants or agents.

We will be pleased to furnish you with information on the Dealing Days applicable to a particular Investment and our then prevailing Cut-Off Time upon your request.

(v) For the purposes of the Investment Services, we are taken to receive Instructions upon actual receipt by our Investment Services Operations Centre, the Broker, or any replacement section or unit carrying out the same or similar functions, before our Cut-Off Time on a Dealing Day.

(vi) We are not obliged to notify you immediately if any Instruction cannot be executed, whether wholly or partially. Accordingly, if you need immediate confirmation as to whether any transaction has been effected, you should contact us.

Instructions to buy or sell Investments may be partially executed. Instructions to buy or sell Equity Investments will (to the extent not executed), lapse at the close of trading hours on the relevant Trading Session.

(k) You acknowledge that we or our affiliates may have an interest or relationship which may give rise to a conflict of interest in relation to a transaction effected by you. Such interest or relationship may include:

(i) Acting as financial adviser or lending banker to the issuer of an Investment;

(ii) Being an underwriter, arranger or issuer of an Investment;

(iii) Being the other party to the transaction or acting as principal in a transaction, and thus making a profit or loss or taking a mark-up, mark-down or credit for our own account; and

(iv) Holding a long or short position in any Investments.

and you agree that such interest or relationship and/or the resulting conflict of interest does not give rise to any liability to you on our part. We are not under any duty to disclose to you any fact or thing which comes to our knowledge or notice, in the course of such interest or relationship.

(l) You acknowledge and agree that we may receive a commission, fees, remuneration or any other benefits (however they are referred to) ("Benefits") in connection with any transaction under the Investment Services, and that we are entitled to retain such Benefits for ourselves and are not obliged to account to you for all or any part of such Benefits.

(m) Termination

(i) Your subscription for the Investment Services may be terminated by written notice given at any time either:

(A) by us to you; or

(B) by you to us.

Any such notice given by us shall take effect upon receipt, and any such notice given by you shall take effect one Business Day after our receipt. In each case, such notice shall not affect your or our rights accrued before such receipt.

(ii) This Investment Services Agreement shall terminate upon your death or your legal incapacity but all acts performed by us and/or the Custodian before receiving written notice of such death or incapacity shall be valid and binding upon you and your successors in title.

(iii) In the case of the death of one of you, the Investments shall be held to the order of the survivors, who will act as the representative of the deceased for faraid (Islamic rules for distribution of deceased assets) distribution. In doing so, we and the Custodian are discharged from any further responsibility to the estate of the deceased person.

(iv) Upon termination of the Investment Services Agreement:

(A) we shall be authorised to arrange for the transfer of the Investments to you or your estate~~,~~ or to the survivor in the case of a Joint Account, provided always that we are not liable to arrange the transfer of the Investments until and unless all your liabilities to us (including any outstanding fees and expenses payable to us) are fully discharged; and

(B) we are entitled to receive full reimbursement for all out-of-pocket costs and expenses we incur up to the termination, including any levies or fees incurred in the transfer of Investments under paragraph (A) above.

(n) By using the Investment Services, you/each of you confirm and declare that:

(i) you are not a citizen or green card holder of the United States of America, its territories or possessions ("USA"), and you do not reside in the USA;

(ii) you are not otherwise a "U.S. Person" as defined in the United States Securities Act of 1933; and

(iii) if paragraphs (i) or (ii) above ,change or appear likely to change, you will notify us in writing as soon as reasonably practicable and in any event :

(A) within 30 days of such change or of your becoming aware of the likelihood of such change; and

(B) before any application for purchase of new Investments under the Investment Services.

(o) Additional terms and conditions governing Regular Investments

(i) We will do our best to effect Regular Investments not later than 3 Dealing Days from each Regular Investment Date, but we will not be responsible or liable for any error, delay or omission to effect all or any of them.

(ii) We may terminate the Regular Investments arrangement as to future transactions at any time in our absolute discretion, whether in respect of a specific Investment or generally, by notice in writing to you and without giving any reason for doing so.

(iii) We may levy a charge on each Regular Investment transaction and debit such charge from your Account at the time of the transaction. We are not obliged to refund this charge if the Instruction is not effected for insufficient funds. In addition, we may debit your Account for any incidental stamp duty and inland exchange which may be applicable.

(iv) In the event the transaction cannot be made due to insufficient funds in the Account, we shall not effect the transaction for the payment date concerned. If this occurs, we are entitled at our absolute discretion to terminate the Regular Investment arrangement by written notice to you. However, if we choose not to terminate the arrangement, further payments shall resume on the next subsequent Regular Investment date and subsequently, based on the availability of funds in the Account.

(v) Please notify us in writing of any alterations or cancellations at least 2 weeks before the Regular Investment Date, failing which we shall try to but are not obliged to give effect to such alteration or cancellation.

(p) Additional terms and conditions governing Unit Trust Investment Services

(i) Unless otherwise expressly stated in writing among the features of a particular Unit Trust Investment, the purchase of a Unit Trust Investment does not entitle you to any insurance or takaful coverage.

(ii) Where any income or dividends is received in respect of any of your Unit trust Investments, you irrevocably

instruct us to reinvest such income or dividends by purchasing further units of such Unit Trust Investments, if available.

(iii) If, at any time, you wish to redeem all or any of the Unit Trust Investments acquired under the Investment Services, you shall instruct us to apply or procure that an application is made to the relevant Investment Company for the redemption of such Unit Trust Investments and we or the Custodian will make the necessary application.

(q) Additional terms and conditions governing Equity Investment Services

(i) By subscribing for the Equity Investment Services, you irrevocably and unconditionally authorise and instruct us to forward Instructions to the Broker on your behalf. Regardless of this, we reserve the absolute discretion to determine whether or not to forward Instructions to the Broker, and the appropriate time for forwarding them, having regard to all relevant circumstances at the time we receive the Instructions from you. In particular but without affecting the above:

(A) we are not obliged to forward to the Broker any Instructions relating to distributions from Equity Investments, or the exercise of any rights or claims arising from or relating to Equity Investments including (without limitation) dividends, rights issues, conditional cash offers or other corporate actions; and

(B) we are entitled to refuse to forward or to delay in passing any Instruction for a sale of Equity Investments if the relevant Equity Investments are not yet fully registered in your name pursuant to the requirements of any applicable law or regulation.

We are not obliged to give any reason for any refusal or delay on our part in forwarding any Instructions to the Broker, nor are we liable for the consequences of any such refusal or delay, whether in contract, tort or otherwise.

(ii) You authorise us to deliver to the Broker, on your behalf, such moneys, share certificates (if any) and other documents relating to Equity Investments, as we may receive or hold in connection with dealings in Equity Investments effected pursuant to your Instructions.

(iii) Brokers are authorised to act upon any Instructions received by them (regardless of any delay, error, interruption or suspension in the transmission or communication of such Instructions). Neither we nor the Broker:

(A) are required to check the accuracy or authenticity of such Instructions; or

(B) are liable for any losses or costs you suffer or incur as a result of the Broker acting upon the same.